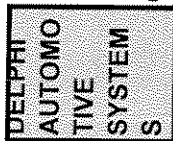


Exhibit A

Customer Invoice



Currency USD Customer 1011330511

Period : (Nov Close 2005) 11/25/2005
Transaction Class : All items

Tag	Purchase Order#	Age	Number	Date	Balance	Factory Order#	Payment Terms	Comments
0006	P1S21416	114	S0847992	7/4/2005	\$4,478.77	714000886	Due Upon Receipt	Service Contract for July 1 -July 31
0006	P1S21416	86	S0858866	8/1/2005	\$4,478.77	714000886	Due Upon Receipt	Service Contract for August 1 - August 31
0006	P1S21416	55	S0869441	9/1/2005	\$4,478.77	714000886	Due Upon Receipt	Service Contract for Sept 1 - Sept 30
0006	P1S21416	23	S0880176	10/3/2005	\$4,478.77	714000886	Due Upon Receipt	Service Contract for Oct 1-Oct 31
Total					\$17,915.08			

Motorola Confidential Proprietary



MOTOROLA
Communications Enterprise

1307 E. Algonquin Rd Schaumburg, IL 60196
Vist our web site at: www.motorola.com

INVOICE

Page 1 of 2

TOTAL INVOICE AMOUNT: \$4,478.77
MOTOROLA INVOICE NUMBER: S0880176
INVOICE DATE: 09/02/2005
PAYMENT DUE: UPON RECEIPT
CUSTOMER ACCOUNT NUMBER: 1011330511 0006
PURCHASE ORDER DATE:
YOUR PURCHASE ORDER NUMBER: P1S21416

BILL TO DELPHI AUTOMOTIVE SYSTEMS
ATTN ACCOUNTS PAYABLE
P O BOX 431
WARREN, OH 44486

For questions concerning this Invoice please contact
Motorola at: 1-800-247-2346

00508-00297-00248

Payment Terms: DUE UPON RECEIPT

Sales Order Number: 714000886

Motorola Federal Tax Id: 36-1115800

Invoice Detail

Description	Qty	Amount
BILLING FOR YOUR SERVICE CONTRACT SERVICE PERIOD FROM 01-OCT-05 TO 31-OCT-05 MOTOROLA CONTRACT # 714000886 NOTE: ***DO NOT MAIL. CONSOLIDATED BILLING WITH LEASE THROUGH MOTOROLA CREDIT CORP.***		
SERVICES CONTRACTED: INFRSTC RPR W/ADVNC'D REPLACMT SVC257AA:ENH: SMARTNET SITE	1	630.04
SVC258AA:ENH: SMARTNET STATION	10	
LOCAL INFRSTCTR REPAIR SVC		70.00
LOCAL RADIO SUPPORT SERVICE		580.39
PRM OS INFRST RSPNS W/LCL DSP		930.14
RADIO REPAIR SERVICE SVC444AA:ENH: GP350	1	2,268.20

Detach here and return bottom portion with your payment

(Continued on Next Page)

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
S0880176	1011330511 0006	UPON RECEIPT

Please put your Invoice Number and your Customer Account Number on your check for prompt processing

DELPHI AUTOMOTIVE SYSTEMS
ATTN ACCOUNTS PAYABLE
P O BOX 431
WARREN, OH 44486

Payment Coupon

Invoice Total	Amount Paid
\$4,478.77	



Send Payment To:
MOTOROLA
PO BOX 404059
ATLANTA, GA 30384-4059



MOTOROLA
Communications Enterprise

1307 E. Algonquin Rd Schaumburg, IL 60196
Visit our web site at: www.motorola.com

INVOICE

Page 2 of 2

TOTAL INVOICE AMOUNT:	\$4,478.77
MOTOROLA INVOICE NUMBER:	80880176
INVOICE DATE:	09/02/2005
PAYMENT DUE:	UPON RECEIPT
CUSTOMER ACCOUNT NUMBER:	1011330511 0006
PURCHASE ORDER DATE:	
YOUR PURCHASE ORDER NUMBER:	P1521416

BILL TO DELPHI AUTOMOTIVE SYSTEMS
ATTN ACCOUNTS PAYABLE
P O BOX 431
WARREN, OH 44486

For questions concerning this Invoice please contact
Motorola at: 1-800-247-2346

00509-00297-00248

Payment Terms: DUE UPON RECEIPT
Sales Order Number: 714000886

Motorola Federal Tax Id: 36-1115800

Invoice Detail Continued

Description	Qty	Amount
SVC452AA:ENH: HT1000	3	
SVC454AA:ENH: HT750	1	
SVC457AA:ENH: LTS2000	580	
SVC467AA:ENH: MCS2000	6	
CONTRACT SUBTOTAL		4,478.77
SUBTOTAL		4,478.77
PLEASE PAY THIS AMOUNT (PAYMENT DUE: UPON RECEIPT)		4,478.77



MOTOROLA

Communications Enterprise

1307 E. Algonquin Rd Schaumburg, IL 60196
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INVOICE

Page 1 of 2

TOTAL INVOICE AMOUNT: \$4,478.77
MOTOROLA INVOICE NUMBER: S0869441
INVOICE DATE: 08/05/2005
PAYMENT DUE: UPON RECEIPT
CUSTOMER ACCOUNT NUMBER: 1011330511 0006
PURCHASE ORDER DATE:
YOUR PURCHASE ORDER NUMBER: P1S21416

BILL TO DELPHI AUTOMOTIVE SYSTEMS

ATTN ACCOUNTS PAYABLE

P O BOX 431

WARREN, OH 44486

For questions concerning this Invoice please contact

Motorola at: 1-800-247-2346

00473-00282-00231

Payment Terms: DUE UPON RECEIPT

Sales Order Number: 714000886

Motorola Federal Tax Id: 36-1115800

Invoice Detail

Description	Qty	Amount
BILLING FOR YOUR SERVICE CONTRACT		
SERVICE PERIOD FROM 01-SEP-05 TO 30-SEP-05		
MOTOROLA CONTRACT # 714000886		
NOTE: ***DO NOT MAIL. CONSOLIDATED BILLING WITH LEASE THROUGH MOTOROLA CREDIT CORP.***		
SERVICES CONTRACTED:		
INFSTC RPR W/ADVNCD REPLACMT		630.04
SVC257AA:ENH: SMARTNET SITE	1	
SVC258AA:ENH: SMARTNET STATION	10	
LOCAL INFSTCTR REPAIR SVC		70.00
LOCAL RADIO SUPPORT SERVICE		580.39
PRM OS INFST RSPNE W/LCL DSP		930.14
RADIO REPAIR SERVICE		2,268.20
SVC444AA:ENH: GP350	1	

Detach here and return bottom portion with your payment

(Continued on Next Page)

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
S0869441	1011330511 0006	UPON RECEIPT

Please put your Invoice Number and your Customer Account Number on your check for prompt processing

DELPHI AUTOMOTIVE SYSTEMS

ATTN ACCOUNTS PAYABLE

P O BOX 431

WARREN, OH 44486

Payment Coupon

Invoice Total	Amount Paid
\$4,478.77	



Send Payment To:

MOTOROLA

PO BOX 404059

ATLANTA, GA 30384-4059



MOTOROLA
Communications Enterprise

1307 E. Algonquin Rd Schaumburg, IL 60196
Visit our web site at: www.motorola.com

INVOICE

Page 2 of 2

TOTAL INVOICE AMOUNT:	\$4,478.77
MOTOROLA INVOICE NUMBER:	S0869441
INVOICE DATE:	08/05/2005
PAYMENT DUE:	UPON RECEIPT
CUSTOMER ACCOUNT NUMBER:	1011330511 0006
PURCHASE ORDER DATE:	
YOUR PURCHASE ORDER NUMBER:	P1S21416

BILL TO DELPHI AUTOMOTIVE SYSTEMS
ATTN ACCOUNTS PAYABLE
P O BOX 431
WARREN, OH 44486

For questions concerning this Invoice please contact
Motorola at: 1-800-247-2346

00474-00282-00231

Payment Terms: DUE UPON RECEIPT
Sales Order Number: 714000886

Motorola Federal Tax Id: 36-1115800

Invoice Detail Continued

Description	Qty	Amount
SVC452AA:ENH: HT1000	3	
SVC454AA:ENH: HT750	1	
SVC457AA:ENH: LTS2000	580	
SVC467AA:ENH: MCS2000	6	
CONTRACT SUBTOTAL		4,478.77
SUBTOTAL		4,478.77
PLEASE PAY THIS AMOUNT (PAYMENT DUE: UPON RECEIPT)		4,478.77



MOTOROLA

Communications Enterprise

1307 E. Algonquin Rd Schaumburg, IL 60196
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INVOICE

Page 1 of 2

TOTAL INVOICE AMOUNT: \$4,478.77
MOTOROLA INVOICE NUMBER: S0858866
INVOICE DATE: 07/08/2005
PAYMENT DUE: UPON RECEIPT
CUSTOMER ACCOUNT NUMBER: 1011330511 0006
PURCHASE ORDER DATE:
YOUR PURCHASE ORDER NUMBER: P1S21416

BILL TO DELPHI AUTOMOTIVE SYSTEMS

ATTN ACCOUNTS PAYABLE
P O BOX 431
WARREN, OH 44486

For questions concerning this Invoice please contact
Motorola at: 1-800-247-2346

00473-00277-00229

Payment Terms: DUE UPON RECEIPT

Sales Order Number: 714000886

Motorola Federal Tax Id: 36-1115900

Invoice Detail

Description	Qty	Amount
BILLING FOR YOUR SERVICE CONTRACT SERVICE PERIOD FROM 01-AUG-05 TO 31-AUG-05 MOTOROLA CONTRACT # 714000886 NOTE: ***DO NOT MAIL. CONSOLIDATED BILLING WITH LEASE THROUGH MOTOROLA CREDIT CORP.***		
SERVICES CONTRACTED: INFRSTC RPR W/ADVNC'D REPLACMT SVC257AA:ENH: SMARTNET SITE SVC258AA:ENH: SMARTNET STATION LOCAL INFRSTCTR REPAIR SVC LOCAL RADIO SUPPORT SERVICE PRM OS INFRST RSPNS W/LCL DSP RADIO REPAIR SERVICE SVC444AA:ENH: GP350	1 10 1	630.04 70.00 580.39 930.14 2,268.20

Detach here and return bottom portion with your payment

(Continued on Next Page)

Payment Coupon

Invoice Total	Amount Paid
\$4,478.77	

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
S0858866	1011330511 0006	UPON RECEIPT

Please put your Invoice Number and your Customer Account Number on your check for prompt processing

DELPHI AUTOMOTIVE SYSTEMS
ATTN ACCOUNTS PAYABLE
P O BOX 431
WARREN, OH 44486



Send Payment To:
MOTOROLA

PO BOX 404059
ATLANTA, GA 30384-4059



MOTOROLA
Communications Enterprise

1307 E. Algonquin Rd Schaumburg, IL 60196
Visit our web site at: www.motorola.com

INVOICE

Page 2 of 2

TOTAL INVOICE AMOUNT:	\$4,478.77
MOTOROLA INVOICE NUMBER:	60858866
INVOICE DATE:	07/08/2005
PAYMENT DUE:	UPON RECEIPT
CUSTOMER ACCOUNT NUMBER:	1011330511 0006
PURCHASE ORDER DATE:	
YOUR PURCHASE ORDER NUMBER:	P1S21416

BILL TO DELPHI AUTOMOTIVE SYSTEMS
ATTN ACCOUNTS PAYABLE
P O BOX 431
WARREN, OH 44486

For questions concerning this Invoice please contact
Motorola at: 1-800-247-2346

00474-00277-00229

Payment Terms: DUE UPON RECEIPT
Sales Order Number: 714000886

Motorola Federal Tax Id: 36-1115800

Invoice Detail Continued

Description	Qty	Amount
SVC452AA:ENH: HT1000	3	
SVC454AA:ENH: HT750	1	
SVC457AA:ENH: LTS2000	580	
SVC467AA:ENH: MCS2000	6	
CONTRACT SUBTOTAL		4,478.77
SUBTOTAL		4,478.77
PLEASE PAY THIS AMOUNT (PAYMENT DUE: UPON RECEIPT)		4,478.77



MOTOROLA

Communications Enterprise

1307 E. Algonquin Rd Schaumburg, IL 60196
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INVOICE

Page 1 of 2

TOTAL INVOICE AMOUNT: \$4,478.77
MOTOROLA INVOICE NUMBER: 80847992
INVOICE DATE: 06/03/2005
PAYMENT DUE: UPON RECEIPT
CUSTOMER ACCOUNT NUMBER: 1011330511 0006
PURCHASE ORDER DATE:
YOUR PURCHASE ORDER NUMBER: P1821416

BILL TO DELPHI AUTOMOTIVE SYSTEMS

ATTN ACCOUNTS PAYABLE

P O BOX 431

WARREN, OH 44486

For questions concerning this Invoice please contact

Motorola at: 1-800-247-2346

00685-00409-00333

Payment Terms: DUE UPON RECEIPT

Sales Order Number: 714000886

Motorola Federal Tax Id: 36-1115800

Invoice Detail

Description	Qty	Amount
BILLING FOR YOUR SERVICE CONTRACT SERVICE PERIOD FROM 01-JUL-05 TO 31-JUL-05 MOTOROLA CONTRACT # 714000886 NOTE: ***DO NOT MAIL. CONSOLIDATED BILLING WITH LEASE THROUGH MOTOROLA CREDIT CORP.***		
SERVICES CONTRACTED:		
INFRSTC RPR W/ADVNC'D REPLACMT		630.04
SVC257AA:ENH: SMARTNET SITE	1	
SVC258AA:ENH: SMARTNET STATION	10	
LOCAL INFRSTCTR REPAIR SVC		70.00
LOCAL RADIO SUPPORT SERVICE		580.39
PRM OS INFRST RSPNS W/LCL DSP		930.14
RADIO REPAIR SERVICE		2,268.20
SVC444AA:ENH: GP350	1	

Detach here and return bottom portion with your payment

(Continued on Next Page)

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
80847992	1011330511 0006	UPON RECEIPT

Payment Coupon

Invoice Total	Amount Paid
\$4,478.77	

Please put your Invoice Number and your Customer Account Number on your check for prompt processing

DELPHI AUTOMOTIVE SYSTEMS

ATTN ACCOUNTS PAYABLE

P O BOX 431

WARREN, OH 44486



Send Payment To:

MOTOROLA

PO BOX 404059

ATLANTA, GA 30384-4059



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Communications Enterprise

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INVOICE

Page 2 of 2

TOTAL INVOICE AMOUNT: \$4,478.77
MOTOROLA INVOICE NUMBER: S0847992
INVOICE DATE: 06/03/2005
PAYMENT DUE: UPON RECEIPT
CUSTOMER ACCOUNT NUMBER: 1011330511 0006
PURCHASE ORDER DATE:
YOUR PURCHASE ORDER NUMBER: P1821416

BILL TO DELPHI AUTOMOTIVE SYSTEMS
ATTN ACCOUNTS PAYABLE
P O BOX 431
WARREN, OH 44486

For questions concerning this Invoice please contact
Motorola at: 1-800-247-2346

00686-00409-00333

Payment Terms: DUE UPON RECEIPT
Sales Order Number: 714000886

Motorola Federal Tax Id: 36-1115800

Invoice Detail Continued

Description	Qty	Amount
SVC452AA:ENH: HT1000	3	
SVC454AA:ENH: HT750	1	
SVC457AA:ENH: LTS2000	580	
SVC467AA:ENH: MCS2000	6	
CONTRACT SUBTOTAL		4,478.77
SUBTOTAL		4,478.77
PLEASE PAY THIS AMOUNT (PAYMENT DUE: UPON RECEIPT)		4,478.77



Ver. 4.6 Build 1004

SERVICE AGREEMENT

Attn: National Service Support
1307 East Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Date: 6/26/2003

Agreement Order #: 0268080280851

Supersedes Agreement #(s): 711000005

Required P.O.: Yes

Customer #: 1000298845

Bill to Tag #: 0007

Contract Start Date: 07/01/2003

Contract End Date: 06/30/2006

Anniversary Date:

Payment Cycle: Monthly

Tax Exempt: Yes

PO #: P1S21416

Company Name: Delphi Automotive Systems LLC

Attn:

Billing Address: PO Box 431 408 Dana St.

City, State, Zip: Warren, OH, 44486

Customer Contact: Edward Reagan

Phone: 330-505-3011

Fax:

Qty	Model/Option	Description	Monthly Ext	Extended
6	SVC01SVC1220	Radio Repair Service	\$2,268.20	\$81,655.20
1	SVC467AA	ENH: MCS2000		
3	SVC444AA	ENH: GP350		
1	SVC452AA	ENH: HT1000		
580	SVC454AA	ENH: HT750		
	SVC457AA	ENH: LTS2000		
6	SVC01SVC1423	Local Radio Support Service	\$580.39	\$20,894.04
1	SVC366AA	ENH: MCS2000		
3	SVC344AA	ENH: GP350		
1	SVC350AA	ENH: HT1000		
580	SVC353AA	ENH: HT750		
	SVC356AA	ENH: LTS2000		
1	SVC01SVC1101	Infrastructure Repair With Advanced Replacement Service	\$630.04	\$22,681.44
10	SVC257AA	ENH: Smartnet Site		
	SVC258AA	ENH: Smartnet Station		
1	SVC01SVC1426	Premier OnSite Infrastructure Response With Local Dispatch Service	\$930.14	\$33,485.04
10	SVC218AF	ENH: OnSite Infrastructure Response-Sites-NonConventional		
4	SVC219AF	ENH: OnSite Infrastructure Response -Stations		
	SVC223AF	ENH: OnSite Infrastructure Response -Control Stations		
4	SVC01SVC1420	Local Infrastructure Repair Service	\$70.00	\$2,520.00
		Control Stations		
SUBTOTAL - RECURRING SERVICES			\$4,478.77	\$161,235.72
SUBTOTAL - ONE-TIME EVENT SERVICES				\$0.00
TOTAL			\$4,478.77	\$161,235.72
TAXES			\$0.00	\$0.00
GRAND TOTAL			\$4,478.77	\$161,235.72
THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS. TO BE VERIFIED BY MOTOROLA.				
SUBCONTRACTOR(S)			CITY	STATE
Motorola - Rockford-BRANDED			Rockford	IL
SUBSCRIBER(S) (CL723)				

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE

DESCRIPTIONS

Do Not Mail Invoice. Consolidated billing with lease through Motorola Credit Corp.

Service Terms and Conditions

Motorola, Inc., through its Commercial, Government, and Industrial Solutions Sector ("Motorola"), and the customer named in this Agreement ("Customer"), hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola agrees to provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

"Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise. "Equipment" means the communication equipment that is specified in the attachments or is subsequently added to this Agreement. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed Statement of Work or other attachment. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or practical infeasibility, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola directly of any equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries, magnetic tapes, etc.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services excludes any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days following completion of those Services. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party

will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the previous twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT TO THE FULL EXTENT SUCH DAMAGES MAY BE DISCLAIMED BY LAW, MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT.** Except for money due upon an open account, no action may be brought for a breach of this Agreement more than one (1) year after the accrual of such cause of action. This limitation of liability will survive the expiration or termination of this Agreement.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an inadvertent omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. Such property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. **THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE.** At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for such services on a time and materials basis at Motorola's then effective hourly rates.

Date Received 7/25/03 Originator Gary

Case # 7870194

National Service Support - Contract Processing Checklist

Customer Name Delphi Automotive Syst
Field Rep Name: E Piotrowski

Reviewed / Verified (check-mark means YES)	Notes:
Is this a BWE contract?	If yes, then signatures and PO are not needed
Is "Service Agreement" available?	
Isolutions format?	If yes, configurator is required. If no, Director approval required.
Customer name & address?	Verified Ship To tag is not a PO Box
Customer # & tags? (Should start with "1")	Verified customer number has unique cross reference
Customer signature?	If "NO" contract & compliance stamp must be included
Motorola Representative signature?	Verified based on Delegation of Authority web site AND Service Agreement Policy section 1.1
Agreement order #? (s/b 13 digits)	
Start date? (All should start on the 1 st)	
Expiration date? (Not needed if Auto Renewal)	
T&C's - 3/98 (or newer), Section 4	
Payment cycle?	
Serial Numbers for DD contracts?	
Does contract total balance?	
Shop name, city and state for all shops?	Verify shop(s) is EHS compliant
Breakdown of equip & \$\$ for all shops?	
Margin? (Standard for new is 65/35)	
Was hard copy P.O. provided?	
Are PO dates and dollars correct?	
Superseding contract # provided?	
Is there an annual prepay discount?	If over \$500K, System Service Business Controller must approve
Are there SP products?	SOW required for all SP products
Is there proper discount approval?	Check spread sheet on S drives
Update Lotus Notes	
Update Excel - Contract Tracking Report	

Catron Communications Inc.	Warren	OH
Motorola - Infrastructure Operations Depot (IDO)	Elgin	IL

I received Statements of Work that describe the services provided on this Agreement.
Motorola's Service Terms & Conditions, a copy of which is attached to this Service
Agreement, is incorporated herein by this reference

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
Edward Reagan		
CUSTOMER (PRINT NAME)	Central Customer Support Manager	
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
Ed Piotrowski	847-435-3846	847-576-8311
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX

ola SPC 4.6

Internal Split Report

Order Detail:

Contract Instructions to Service:

SUPERSEDE Existing Contract
Agreement #: 0268080280851
Supersedes #: 711000005

ESS Conversion Contract?

No

Customer Account Number:

1000298845

Ship To Tag Number:

Warren, OH, 44486

Bill To Tag Number:

0007

Customer Purchase Order Number:

P1S21416

Automatically Renew on Anniversary:

No (N)

Preferred Customer Billing View:

Summary View

Billing Cycle:

Bill Customer Monthly

Contract Start Date:

7/1/2003

Contract End Date:

6/30/2006

Contract Duration:

36 months

Equipment Tag Number:

Warren, OH, 44486

Number of Equipment Locations:

1

Reason for Discounts Greater Than 25%:
Approver Name / Core ID:

MSS agreed to reduced pricing in line with current amt being rec'd
Ventura

*** Please contact the person who created this quotation for more information.

Service Products

Model/Option Number	Quantity	Description	Unit Sell Price Monthly	APC Code	Extended List Price	Extended Price Post Discount
Internal Split Report						
Motorola Internal Use Only						

Subcontractor Totals by Product

Internal Split Report

SVC01SVC1426	Premier OnSite Infr	Caltron Communications Inc.	10128851190001W	40%	\$20,091.02	\$33,485.04
SVC01SVC1420	Local Infrastructure	Caltron Communications Inc.	10128851190001W	40%	\$1,512.00	\$2,520.00
					\$1,512.00	\$2,520.00
Grand Totals:					\$138,476.09	\$161,235.72

Service Product Detail - Radio Repair Service

Model/Option Number	Quantity	Description	APC Code	Unit Price Monthly	Extended Price Monthly Post Discount
SVC01SVC1220		Radio Repair Service		\$0.00	\$0.00

Selected Options:

Model/Option Number	Quantity	Description	APC Code	Unit Price Monthly	Extended Price Monthly Post Discount
SVC467AA	6	ENH: MCS2000	964	\$5.50	\$28.08
SVC444AA	1	ENH: GP350	964	\$4.00	\$3.40
SVC452AA	3	ENH: HT1000	964	\$4.50	\$11.49
SVC454AA	1	ENH: HT750	964	\$4.50	\$3.83
SVC457AA	580	ENH: LTS2000	964	\$4.50	\$2,221.40
Totals:				\$23.00	\$2,268.20

Subcontractor Information:

Number	Dept	Name	City	State	Margin	Dollars
10128464200001		Motorola - Rockford-BRANDED SUBSCRIBERS(CLT723)	Rockford	IL	0%	\$81,655.20

Serial Number Information:

Serial Number Method of Collection (SERNUMMD): Serial Numbers from Customer File (SNINFILE)

Service Product Detail - Local Radio Support Service

Model/Option Number	Quantity	Description	APC Code	Unit Price Monthly	Extended Price Monthly Post Discount
SVC01SVC1423		Local Radio Support Service	206	\$0.00	\$0.00

Selected Options:

Internal Split Report

Motorola Internal Use Only

Model/Option Number	Quantity	Description	APC Code	Unit Price Monthly	Extended Price Monthly Post Discount
SVC356AA	6	ENH: MCS2000	206	\$2.75	\$7.20
SVC344AA	1	ENH: GP350	206	\$2.00	\$0.87
SVC350AA	3	ENH: HT1000	206	\$2.25	\$2.94
SVC353AA	1	ENH: HT750	206	\$2.25	\$0.98
SVC356AA	580	ENH: LTS2000	206	\$2.25	\$588.40
Totals:				\$11.50	\$580.39

Subcontractor Information:

Number 10128851190001W
Dept Name
Catron Communications Inc.

City Warren
State OH
Margin 40%
Dollars \$12,536.42

Serial Number Information:

Serial Number Method of Collection (SERNUMMD):

Serial Numbers from Customer File (SNINFILE)

Service Product Detail - Infrastructure Repair With Advanced Replacement Service

Model/Option Number	Quantity	Description	APC Code	Unit Price Monthly	Extended Price Monthly Post Discount
SVC01SVC1101		Infrastructure Repair With Advanced Replacement Service	928	\$0.00	\$0.00

Selected Options:

Model/Option Number	Quantity	Description	APC Code	Unit Price Monthly	Extended Price Monthly Post Discount
SVC257AA	1	ENH: Smartnet Site	928	\$78.25	\$67.54
SVC258AA	10	ENH: Smartnet Station	929	\$66.00	\$562.50
Totals:				\$144.25	\$630.04

Subcontractor Information:

Number 1.0128E+13
Dept Name
Motorola - Infrastructure Operations Depot (IDO)

City Elgin
State IL
Margin 0%
Dollars \$22,681.44

Service Product Detail - Premier OnSite Infrastructure Response With Local Dispatch Service

Model/Option Number	Quantity	Description	APC Code	Unit Price Monthly	Extended Price Monthly Post Discount
SVC01SVC1426		Premier OnSite Infrastructure Response With Local Dispatch Service	769	\$0.00	\$0.00

Internal Split Report

Motorola Internal Use Only

Selected Options:

Model/Option Number	Quantity	Description	APC Code	Unit Price Monthly	Extended Price Monthly Post Discount
SVC216AF	1	ENH: OnSite Infrastructure Response-Sites-NonConventional	769	\$350.00	\$155.02
SVC219AF	10	ENH: OnSite Infrastructure Response -Stations	769	\$157.50	\$687.50
SVC223AF	4	ENH: OnSite Infrastructure Response -Control Stations	769	\$43.75	\$77.52
Totals:				\$551.25	\$930.14

Subcontractor Information:

Number 10128851190001W
Dept
Name Catron Communications Inc.
City Warren
State OH
Margin 40%

Service Product Detail - Local Infrastructure Repair Service

Model/Option Number	Quantity	Description	APC Code	Unit Price Monthly	Extended Price Monthly Post Discount
SVC01SVC1420		Local Infrastructure Repair Service		\$0.00	\$0.00

Selected Options:

Model/Option Number	Quantity	Description	APC Code	Unit Price Monthly	Extended Price Monthly Post Discount
SF	4	Control Stations		\$17.50	\$70.00
Totals:				\$17.50	\$70.00

Subcontractor Information:

Number 10128851190001W
Dept
Name Catron Communications Inc.
City Warren
State OH
Margin 40%

Subcontractor Summary

Subcontractor 1

Internal Split Report

Motorola Internal Use Only

Number	Dept	Name	City	State	Customer Dollars	Cost to Customer
10128494200001		Motorola - Rockford-BRANDED SUBSCRIBERS(Cl 723)	Rockford	IL	\$81,655.20	\$81,655.20
Number		Description	Qty	Margin	Subcontractor Dollars	Cost to Customer
SVC01SVC1220		Radio Repair Service		0%	\$81,655.20	\$81,655.20

Subcontractor 2

Number	Dept	Name	City	State	Customer Dollars	Cost to Customer
10128851190001W		Caltron Communications Inc.	Warren	OH	\$34,139.45	\$59,889.08
Number		Description	Qty	Margin	Subcontractor Dollars	Cost to Customer
SVC368AA		ENH: MCS2000	6	40%	\$155.52	\$259.20
SVC344AA		ENH: GP350	1	40%	\$18.79	\$31.32
SVC350AA		ENH: HT1000	3	40%	\$63.50	\$105.84
SVC353AA		ENH: HT750	1	40%	\$21.17	\$35.28
SVC356AA		ENH: LTS2000	580	40%	\$12,277.44	\$20,462.40
SVC218AF		ENH: OnSite Infrastructure Response-Sites-NonConventional	1	40%	\$3,348.43	\$5,580.72
SVC218AF		ENH: OnSite Infrastructure Response -Stations	10	40%	\$15,088.16	\$25,113.60
SVC223AF		ENH: OnSite Infrastructure Response -Control Stations	4	40%	\$1,874.43	\$2,790.72
SP		Control Stations	4	40%	\$1,512.00	\$2,520.00

Subcontractor 3

Number	Dept	Name	City	State	Customer Dollars	Cost to Customer
10125977300001		Motorola - Infrastructure Operations Depot (IDO)	Elgin	IL	\$22,681.44	\$22,681.44
Number		Description	Qty	Margin	Subcontractor Dollars	Cost to Customer

Subcontractor Details

JUL 25 '03 11:54 FR MOTOROLA CONTRACTS 847 538 6693 TO 918003206330 P.46

Motorola - Rockford-BRANDED SUBSCRIBERS(OL723)	Rockford	IL
Catron Communications Inc.	Warren	OH
Motorola - Infrastructure Operations Dept(JD00)	Elgin	IL

I received Statements of Work that describe the services provided on this Agreement.
 Motorola's Service Terms & Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
Edward Reagan		
CUSTOMER (PRINT NAME)	Central Customer Support Manager	7/25/03
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
Ed Piotrowski	847-435-3846	847-576-8311
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX

P. 01

JUL 25 '83 11:36 FR MOTOROLA CONTRACTS

JUL 25 03 11:20

UNCLAS FACKARD END/ME

002

URGENT
PACKARD ELECTRIC SYSTEMS
PO BOX 431
WARREN OH
44486

28

**SHIP TO:
WASHINGTON
RECEIPT OF SERVICES
DESIGN AUTOMOTIVE SYSTEMS**

51

**PURCHASE
ORDER**

PL 82-1416

1
1408

VINCEBOR NUMBER 76-584-7708
MOTOROLA
1313 SALSOMUWIM RD
SCHRAMMEURS IL
60196

INVOICE TO: INVOICE FOR BEAV
BOX 431 ATA, 13C

DELPHI AUTOMOTIVE
DO NOT INVOICE FOR MATERIAL
INVOICE FOR SERVICES ONLY
BOX 451 STR. 13C
WARREN OH
44486
US

3

For more information, visit www.12345gov.com or call 1-800-368-5848. The City of San Francisco is an Equal Opportunity Employer. Minorities and women are encouraged to apply.

[illegible]

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7-24-61
E. J. ...
MILWAUKEE POLICE

JUL 24 2003 2:44 PM MOTOR

07/25/2003 10:57 FAX 3308080000
JUL 24 2003 2:44PM MOTOROLA CREDIT CORP.

DELPHI PACKARD IND/NE
847 538 6693

847 508 6693 TO 9130505060

P. 22/84

END

AD02897 USER STEPHANIE SUPANO

THEORY

CONTINUE PAGE 2

22

DATE	TIME	LOCATION	STATUS	REMARKS	APPROVAL	DATE	TIME	LOCATION	STATUS	REMARKS
2ND DAY OF 2ND MONTH										
<p>THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY AND DOLLAR (UNITED STATES)</p> <p>PROVIDE DELPHI PACKARD WITH 800WZ RADIO SYSTEM SERVICES PER THE ATTACHED SERVICE AGREEMENT 22480, TRANSACTION AGREEMENT, MAINTENANCE SERVICE AGREEMENT, STATEMENT OF WORK, LIST OF EQUIPMENT TO BE MAINTAINED, AND EXHIBIT 3.3 PRICING DOCUMENT.</p> <p>ITEM: 2003 ANNUAL PHYSICAL INVENTORY ***** DELPHI PACKARD ELECTRIC SYSTEMS WARREN, OHIO WILL BE CLOSED FOR INVENTORY FROM MONDAY JULY 25, 2003 UNTIL 7 A.M. MONDAY JULY 28, 2003. THE RECEIVING DOCKS WILL BE CLOSED DURING THIS TIME. *****</p> <p>*****SUPERPLIER PAYMENT ISSUES***** >>>DEL SUPPLIERB MUST CALL (248)574-4536 <<<< TO RESOLVE PAYMENT ISSUES (BEFORE YOU NOTIFY YOUR DELPHI BUYER! THE POW MUST BE ON YOUR INVOICE! DELPHI PACKARD ELECTRIC SYSTEMS WILL NOT HONOR NOR PAY ANY "PREPAID AND ADD" FREIGHT CHARGES ON THE PACK OR YOUR INVOICES EFFECTIVE JANUARY 1, 1996. PLEASE SHIP VIA UPS CONFIRMED OR UTILIZE DELPHI PACKARD ELECTRIC SYSTEMS DOMESTIC ROUTING INSTRUCTIONS BY</p>										
<p>APPROVAL MONTROSE 7/24/03</p> <p>CONTRACTS DEPT.</p> <p>INSTALLATION AGREEMENT</p> <p>X</p>										

MOTOROLA CREDIT CORP.

004

DELPHI PACKARD ELECTRIC SYSTEMS

DELPHI

PACKARD ELECTRIC SYSTEMS

PO BOX 431

WARREN OH

44486

US

DELPHI PACKARD-ONIO OPERATIONS

DELPHI AUTOMOTIVE SYSTEMS

RECEIPT OF SERVICES

SHIP TO:

44483

US

PURCHASE
ORDER

PAGE 3

7/23/03

VENDOR NUMBER 78-584-7708

INVOICE TO:

DELPHI AUTOMOTIVE
DO NOT INVOICE FOR MATERIAL
INVOICE FOR SERVICES ONLY
BOX 431 STA. 13C
WARREN OH
44486MOTOROLA
1311 EALCONQUIN RD
BGAUMBURG IL
60196

US

THIS ORDER MUST BE PAID BY ALLIED CREDIT PACKING SLIP
MOTOROLA CREDIT CORP.
ALL CREDIT PACKING SLIPS MUST BE ACCOMPANIED BY A
RECEIPT FROM THE VENDOR. IF THE RECEIPT IS NOT
RECEIVED, THE ORDER WILL BE CANCELED. IF THE
ORDER IS CANCELED, THE VENDOR WILL BE RESPONSIBLE FOR
THE CANCELLATION FEE.

DATE

07/23/03

PHONE: 330-505-3011
E-MAIL: E-MAIL
FAX: FAXDELPHI AUTOMOTIVE SYSTEMS
1311 EALCONQUIN RD
BGAUMBURG IL
60196
INVOICE TO: BOX 431 STA. 13C
WARREN OH
44486
US

TAX

OPPC

IDENTIFICATION NUMBER

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DELPHI PACKARD ELECTRIC SYSTEMS

DELPHI
PACKARD ELECTRIC SYSTEMS
PO BOX 431
WARREN OH
44486

US

DELPHI PACKARD-OHIO OPERATIONS

DELPHI AUTOMOTIVE SYSTEMS
SHIP TO: WARREN OH
44486

US

PURCHASE ORDER

PAGE 4

PIB21416

VENDOR NUMBER 78-584-7708
MOTOROLA
1313 BALGONQUIN RD
SCHAEFERSBURG IL
60196

INVOICE TO:

DELPHI AUTOMOTIVE
DO NOT INVOICE FOR MATERIAL
INVOICE FOR SERVICES ONLY
BOX 431 STA. 13C
WARREN OH
44486

US

THIS PURCHASE ORDER IS VALID FOR DELIVERY OF MATERIALS AND SERVICES ONLY. IT IS NOT VALID FOR DELIVERY OF MATERIALS AND SERVICES TO ANY OTHER LOCATION. THE PURCHASE ORDER IS VALID FOR DELIVERY OF MATERIALS AND SERVICES TO ANY OTHER LOCATION ONLY IF IT IS SPECIFICALLY NOTED ON THE PURCHASE ORDER. THE PURCHASE ORDER IS VALID FOR DELIVERY OF MATERIALS AND SERVICES TO ANY OTHER LOCATION ONLY IF IT IS SPECIFICALLY NOTED ON THE PURCHASE ORDER.

DATE: 07/23/03
BY: R. NERGAN
REA
PHONE: 330-505-3011

DELPHI AUTOMOTIVE SYSTEMS, 1313 BALGONQUIN RD, SCHAEFERSBURG, IL 60196, IS THE VENDOR OF RECORD FOR THE DELPHI AUTOMOTIVE SYSTEMS. DELPHI AUTOMOTIVE SYSTEMS, 1313 BALGONQUIN RD, SCHAEFERSBURG, IL 60196, IS THE VENDOR OF RECORD FOR THE DELPHI AUTOMOTIVE SYSTEMS. DELPHI AUTOMOTIVE SYSTEMS, 1313 BALGONQUIN RD, SCHAEFERSBURG, IL 60196, IS THE VENDOR OF RECORD FOR THE DELPHI AUTOMOTIVE SYSTEMS.

PRODUCT NAME	QTY	UNIT PRICE	TOTAL PRICE	DATE RECEIVED	DATE SHIPPED	DATE INVOICED	DATE PAID
DELPHI AUTOMOTIVE SYSTEMS	36	11935.4000	429274.4000				
<p>CONTRACT FOR REAL PROPERTY, ALL APPLICABLE RULES AND USE TAKES ARE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHOULD BE INCLUDED IN THE CONTRACTOR'S BID AS REQUIRED PURSUANT TO SECTION 7 OF THE DELPHI 1638 (12/95 REV 1) CONSTRUCTION GENERAL CONDITIONS, UNLESS THE RESPONSIBILITY FOR PAYMENT OF SALES & USE TAXES ARE OTHERWISE SPECIFICALLY OBTAINED IN THE CONTRACT.</p> <p>ANY QUESTIONS ON THE ABOVE SHOULD BE DIRECTED TO: DELPHI DISBURSEMENTS--CUSTOMER CENTER PHONE: (248) 874-4636.</p> <p>*****HARD WOOD PALLET SPECIFICATIONS***** EFFECTIVE JANUARY 7, 2002, ALL PRODUCTS SHIPPED TO ANY DELPHI PACKARD ELECTRIC SYSTEMS LOCATION IN NORTH AMERICA USING A WOODEN PALLET MUST USE HARD WOOD PALLET ONLY! IN ADDITION TO HARD WOOD, EACH PALLET MUST BE IMPRINTED OR STAMPED WITH "MC-EM US" ON ONE OF THE OUTSIDE STRINGERS. THE PRINTING SHOULD BE 1-1/4 INCHES HIGH. PLEASE NOTIFY YOUR DELPHI PACKAGING ENGINEER WHEN THIS REQUIREMENT IS COMPLETE.</p> <p>PROVIDE DELPHI PACKARD ELECTRIC SYSTEMS OHIO OPERATIONS WITH A MAINTENANCE MANAGEMENT RADIO SYSTEM AS A MANAGED SERVICE CONTRACT. TERM OF THE</p>							

AD02897 USER STEPHANIE PURANO

SUPPLIER

CONTINUE PAGE 5

07/25/2003 10:57 FAX 3305053080

DELPHI PACKARD IND/NE

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JUL 25 '03 10:09 AM MOTOROLA CONTRACTS 847 538 5693 TO 913305053060
JUL 24 2003 2:47 PM MOTOROLA CREDIT CORP.

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PURCHASE ORDER

DELPHI AUTOMOTIVE SYSTEMS
EXEMPT OF SERVICES
WARREN OH
44483

US
DELPHI AUTOMOTIVE
DO NOT INVOICE FOR MATERIAL
INVOICE FOR SERVICES ONLY
BOX 431 STR. 13C
WARREN OH
44486

VENDOR NUMBER 78-544-7708
MOTOROLA
1313 SPRINGFIELD RD
SCHAEFERSBURG IL
60196

PHONE: 330-505-3011
E HERMAN
RBA

07/23/03
DATE OF ORDER
EXPIRATION DATE

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MANAGED SERVICE AGREEMENT TO BE 35 MONTHS STARTING
1 AUGUST 2003, AND ENDING 1 AUGUST 2006.
THIS CONTRACT SHALL INCLUDE ALL THE MATERIAL,
EQUIPMENT, AND SERVICES NECESSARY TO MAKE THE
VIENNA FACILITY A FULLY FUNCTIONAL PART OF THE
SYSTEM. MAINTENANCE AND SYSTEM AVAILABILITY
SHALL BE PER THE TRANSACTION AGREEMENT BETWEEN
DELPHI PACKARD AND MOTOROLA.
WHO ORDERED: JAMES 1445, 14C

~~FORMS AND CONDITIONS - JANUARY 2001 - 10001~~
~~OF WHICH SUPPLIER HAS RECEIVED A COPY~~

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CONTINUE PAGE 6

SUPPLIER

A002597 USER STEPHANIE FURANO

0002

DELPHI PACKARD IND/NE

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P.04/04

DELPHI PACKARD IND/ME

PURCHASE ORDER

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PAGE 6

PURCHASE ORDER TERMS AND CONDITIONS

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**Delphi Packard Electric Systems
Contractor Environmental, Health,
and Safety Notification Package**

The following information is being provided to inform you of the safety requirements with which you must comply when performing work at Delphi Packard Electric Systems locations. This information must be communicated to all contractor and sub-contractor employees who will be on-site. For the purpose of this package, the term "on-site" means on any premises owned or operated by Delphi Automotive Systems. Additionally, this information is being provided to comply with the requirements of the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

If the plant Safety contact deems it necessary, you will also be required to attend an Environmental, Health, and Safety job pre-planning meeting related to work being provided under this contract. The requester of your services will notify you of this meeting, if required.

Additionally, if Delphi 1638, Construction General Conditions or equivalent is included in the package you received, you are required to comply with all requirements contained in those conditions including those governing environmental, health, and safety requirements.

General Safety requirements for all On-Site Contractors

Hearing Conservation - All contractor employees must follow applicable OSHA guidelines for hearing protection when performing work on-site. Plant areas requiring mandatory hearing protection are designated in each facility.

Asbestos Abatement - All on-site asbestos work will require an EHS pre-planning assessment to determine job requirements prior to the commencement of on-site work. Only licensed asbestos abatement contractors may perform asbestos work on Delphi sites.

Confined Space Entry - All on-site asbestos work will require an EHS pre-planning assessment to determine job requirements prior to the commencement of on-site work. Each Delphi site has posted confined spaces areas as required by OSHA regulations. On-site contractors must have and follow a program compliant with applicable OSHA confined space standards before performing on-site work in confined spaces. This includes coordination with local fire departments for primary rescue if applicable.

Lead Abatement - All on-site lead abatement work will require an EHS pre-planning assessment to determine job requirements prior to the commencement of on-site work. Only licensed lead abatement contractors may perform lead abatement work on Delphi sites.

Chemical Approval and Use - Prior to bringing and using any chemicals on-site, the contractor must have all chemicals approved for use. To gain approval, the contractor must submit a request which includes, but is not limited to, the latest version of the Material Safety Data Sheets (MSDS) for each chemical to the Delphi personnel responsible for Chemical Safety.

Chemical Exposure Information - When performing work on-site, contractor employees may potentially be exposed to hazardous chemicals being used in Delphi facilities. These chemicals include, but are not limited to, flammable materials, solvents, corrosive materials, oxidizers, and compressed gasses. Contractor employees working on-site may obtain MSDS for the chemicals used in the areas in which they are working and to which they may be exposed. These can be obtained as follows:

- By contacting the Supervision of the area in which they are located on-site;
- By contacting the plant Medical department with the manufacturer and the material tradename, FID or part number, or the Chemical Use Authorization (CUA) number of the chemical for which they desire information; or
- By contacting the Chemical Safety department with the same information as noted above.

NAP 125-2 A1

Formerly GQS number 10.12-2A1

7/18/2002

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DELIVERED TO CUSTOMER

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MOTOROLA

Motorola, Inc. 1301 E. Algonquin Road, Schaumburg, IL 60196

SERVICE AGREEMENT #22480

EQUIPMENT DESCRIPTION:

EQUIPMENT LOCATION (If other than Billing Address of Customer):

408 Dam Street
Warren, OH 44436

INITIAL TERM	MONTHLY SERVICE PAYMENT	PURCHASE OPTION PRICE: Fair Market Value (FMV)	COMMENCEMENT DATE: 8/1/2003
36 Months	\$7,456.63		

1. **SERVICE AGREEMENT; TERMS AND CONDITIONS; EQUIPMENT.** THIS SERVICE AGREEMENT CANNOT BE CANCELED EXCEPT AS EXPRESSLY PROVIDED HEREIN. THIS SERVICE AGREEMENT SHALL NOT BECOME EFFECTIVE PRIOR TO EXECUTION BY SUPPLIER AT ITS ILLINOIS OFFICE. Service Agreement term and payments shall begin on the Commencement Date (as defined below). Supplier provides to Customer and Customer obtains from Supplier, pursuant to the terms and conditions as set forth herein, the Equipment identified above or, if separately scheduled, in the schedule attached hereto and made part hereof ("Equipment"). Each party executing this Service Agreement as Customer shall be jointly and severally liable with each other party executing this Service Agreement as Customer, and the term "Customer" shall mean any and all such parties. Each party ("Guarantor") that executes a guaranty ("Guaranty") applicable to Customer's obligations under this Service Agreement shall be jointly and severally liable with each other Guarantor.

2. **WARRANTIES.** SUPPLIER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND, AS TO SUPPLIER OR SUPPLIER'S ASSIGNEE, CUSTOMER RENTS THE EQUIPMENT "AS IS." IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY MANUFACTURER OR IS UNSATISFACTORY FOR ANY REASON, CUSTOMER SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST MANUFACTURER AND SHALL NEVERTHELESS PAY ALL SUMS PAYABLE UNDER THIS SERVICE AGREEMENT, CUSTOMER HEREBY WAIVING ANY SUCH CLAIMS AGAINST SUPPLIER AND/OR SUPPLIER'S ASSIGNEE. Supplier hereby assigns to Customer, solely for the purpose of making and prosecuting any said claim, any right or claim which Supplier has against manufacturer (collectively referred to as "Manufacturer") for breach of warranty or other representation respecting the Equipment. Supplier shall have no responsibility for Manufacturer's delay or failure to obtain or make available the Equipment. Customer expressly represents and warrants to Supplier, and Supplier relies thereon, that Customer has: a) read and understood this Service Agreement before it was signed; b) selected and is fully satisfied with the Equipment and Manufacturer; c) authorized Supplier to pay for the Equipment and acquire rights in the Equipment; d) provided financial information and other statements to Supplier which are accurate and correct and which will be updated upon Supplier's request during the term of the Service Agreement; e) been meeting all debts as such become due; f) represented that the Equipment is used exclusively for Customer's business purposes and not for personal, family or household purposes; g) unrestricted power to enter into this Service Agreement, has duly authorized the person executing it and certifies that all signatures are authentic; h) been informed by Supplier that Customer may have rights under the contract evidencing Supplier's purchase of the Equipment and has been advised by Supplier to contact the Manufacturer for a description of any such rights; and i) **WAIVED THE RIGHT TO REPUDIATE OR CANCEL THIS SERVICE AGREEMENT; THE RIGHT TO REJECT TENDER OF THE EQUIPMENT; THE RIGHT TO REVOKE ACCEPTANCE OF THE EQUIPMENT; THE RIGHT TO RECOVER DAMAGES FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON DEDUCT FROM ANY AMOUNTS OWING HEREUNDER ALL OR ANY PART OF THE CLAIMED DAMAGES RESULTING FROM SUPPLIER'S DEFAULT, IF ANY, UNDER THIS SERVICE AGREEMENT; AND SUCH OTHER RIGHTS AS MAY HAVE BEEN CONFERRED BY SECTIONS 2A-401, 2A-402, or 2A-508 TO 522 OF THE UCC. CUSTOMER AGREES THAT, IN THE EVENT OF ANY CONFLICT BETWEEN ARTICLE 2A OF THE UCC AND THIS SERVICE AGREEMENT, THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT SHALL PREVAIL.**

3. **PURCHASE OPTION AND RENEWAL OPTIONS.** If not then in default, Customer shall have the option at the end of the Service Agreement term upon not less than ninety (90) days prior written notice to Supplier to purchase whatever title Supplier may then have in the Equipment for the amount stated above (the "Option Price") on an AS IS - WHERE IS BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. If Customer exercises the aforesaid option, Customer will pay the Option Price to the Supplier on the last day of the Service Agreement term together with any other unpaid amounts owing under this Service Agreement. If the option price is "FMV", then it shall be the fair market value of equipment, as mutually agreed by Supplier and Customer. If Supplier and Customer cannot agree, then the fair market value shall be determined by

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an independent appraiser selected by Supplier and approved by Customer, who shall pay the cost of the appraisal, calculated as of the purchase date.

3.1 RENEWAL OPTIONS. If not then in default, Customer shall have the option at the end of the Service Agreement term upon not less than ninety (90) days prior written notice to Supplier to renew and extend the Service Agreement as to all, but not less than all, of the items of Equipment covered by this Service Agreement subject to the terms and conditions contained in the Service Agreement for one or both of 2 (two) renewal term(s) of 12 (twelve) month(s) each. Service Payments for use of Equipment shall be payable by Customer in 12 (twelve) consecutive monthly installments, commencing on the first business day of such Renewal Term. Service Payments payable for and during each such Renewal Term shall be an amount equal to the Fair Renewal Value (as such term is defined below) of such items of Equipment covered under the Service Agreement. Customer shall give Supplier written Notice of any election to renew at least 120 days prior to the commencement of any Renewal Term.

The "Fair Renewal Value" of an item of Equipment shall be determined on the basis of, and shall be equal in amount to the renewal value for a term equal to the Renewal Term which would be obtained in an arm's length transaction between an informed and willing customer (other than a customer currently in possession) and an informed and willing supplier under no compulsion to pay for such service. If on or before 90 days prior to the date of commencement of the Renewal Term elected by Customer, Supplier and Customer are unable to agree upon a determination of the Fair Renewal Value of the items of Equipment covered by this Service Agreement for such Renewal Term, such Fair Renewal Value shall be determined in accordance with the foregoing definition by a qualified independent appraiser selected by Supplier but reasonably acceptable to Customer. The appraiser shall be instructed to make such determination within a period of 30 days following appointment, but in no event later than 60 days prior to the commencement of the Renewal Term, and shall promptly communicate such determination in writing to Supplier and Customer. The appraiser's determination of such Fair Renewal Value shall be conclusively binding upon both Supplier and Customer. The expenses and fees for the appraiser shall be borne by Customer.

4. AGENCY DISCLAIMER; MERGER; MODIFICATIONS. NEITHER MANUFACTURER NOR ANY SALESPERSON ARE AUTHORIZED TO WAIVE OR ALTER THE TERMS OF THIS SERVICE AGREEMENT. THEIR REPRESENTATION SHALL IN NO WAY AFFECT CUSTOMER'S OR SUPPLIER'S RIGHTS AND OBLIGATIONS AS HEREIN SET FORTH. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT ALL UNDERSTANDINGS AND AGREEMENTS BETWEEN THE PARTIES HERETO, RELATIVE TO THIS SERVICE AGREEMENT, ARE MERGED HEREIN AND THIS SERVICE AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES HERETO. NONE OF THE PARTIES HERETO RELY ON ANY OTHER STATEMENT OR REPRESENTATION. THE PROVISIONS OF THIS SERVICE AGREEMENT APPLY TO AND BIND THE HEIRS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE RESPECTIVE PARTIES HERETO. The captions to the numbered paragraphs herein shall not alter or limit the scope of the terms and conditions contained therein. Customer authorizes Supplier to insert in this Service Agreement serial numbers and other identification Supplier deems necessary.

5. USE OF EQUIPMENT; TAXES. Customer agrees to use, operate and maintain the Equipment in accordance with all applicable laws; to pay all licensing and registration fees applicable to the Equipment; to keep the Equipment free of liens and encumbrances; to pay Supplier for all personal property taxes assessed against the equipment (such tax shall be periodically invoiced to Customer by Supplier and Customer shall remit to Supplier); and to pay all other taxes, assessments, fees and penalties which may be levied or assessed upon Customer or Supplier with respect to this Service Agreement or the Equipment or its use, sale or any interest therein, or Service Agreement payment hereon, including but not limited to all federal, state and local taxes. Supplier may pay such taxes and other charges and may file tax returns on behalf of Customer if Customer fails to do so as provided herein or as required by any applicable law. Customer agrees to reimburse Supplier for reasonable costs incurred in collecting or paying any taxes, assessments, charges, penalties or fees for which Customer is liable hereunder. All advances made and costs incurred by Supplier to preserve said Equipment or to discharge and pay any tax, assessment, charge, fee, penalty, lien or encumbrance thereon, shall be added to the unpaid balance of payments due hereunder and shall be invoiced to Customer and shall be immediately payable by Customer to Supplier.

6. PAYMENTS. Customer agrees to pay all Service Agreement payments commencing on the Commencement Date and continuing on the same day of each month until the end of the Service Agreement term, and to pay such other payments and charges as provided herein. These payments shall be increased by any cost or expense Supplier incurs to preserve the Equipment or pay taxes, assessments, fees, penalties, liens or encumbrances. IF THE ACTUAL TOTAL COST OF THE EQUIPMENT VARIES FROM THE ESTIMATE UPON WHICH THIS SERVICE AGREEMENT IS BASED, CUSTOMER AUTHORIZES SUPPLIER TO ADJUST THE SERVICE AGREEMENT PAYMENTS PROPORTIONATELY, UPWARD OR DOWNWARD, NOT TO EXCEED TWENTY PERCENT (20%), TO COMPENSATE FOR SUCH VARIANCE. Each payment received will be applied first to the oldest charge due under the Service Agreement. The Commencement Date is set forth as outlined above. Customer agrees that time is of the essence to this Service Agreement and agrees to pay when due all payments hereunder, regardless of any problems Customer might have with the Equipment, including its operation, capability, installation or repair and regardless of any claim, setoff, counter-claim or defense Customer might have against Manufacturer, any salesperson or other third party. Without Supplier's prior written consent, the acceptance by Supplier of a smaller sum than due at any time under this Service Agreement shall not constitute a release or an accord and satisfaction for any greater sum due or to become due regardless of any endorsement restriction. Unless otherwise specified herein, any amount received by Supplier from Customer at or prior to the date of this Service Agreement shall be held as security for the payment and performance of the terms of this Service Agreement and the retention or deposit of the advanced payments by Supplier shall not be deemed to signify acceptance hereof by Supplier. Customer hereby authorizes Supplier to use any advance or escrowed payments made by Customer, provided that Supplier shall remit the remaining balance of any such advanced or

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escrowed payment to Customer, within a reasonable time following performance of each and every of Customer's obligations to Supplier hereunder. Unless Supplier gives written notice of a new address, all payments under this Service Agreement shall be sent to Supplier at the address provided by Supplier.

7. EQUIPMENT OWNERSHIP AND TITLE; LOCATION. Supplier is the sole owner of the Equipment and has sole title thereto. Customer covenants that it will not pledge or encumber the Equipment or Supplier's interest in the Equipment in any manner whatsoever nor permit any liens to attach thereto. Supplier has the right to inspect the Equipment at any time and has the right to affix or direct Customer to affix conspicuous identification plates or other markings thereto giving notice of Supplier's ownership thereof and Customer shall not remove the same. Customer shall not make any representation to any third party inconsistent with Supplier's sole ownership of the Equipment. The Equipment shall remain Supplier's personal property whether or not affixed to real property and shall not become or be made to become a part of any real property on which it is placed without Supplier's prior written consent. All additions, attachments, accessories and repairs to the Equipment become a part thereof and Supplier's property. Customer shall maintain the Equipment so that it may be removed from any building in which it is placed without damage to either. If for any reason this Service Agreement is determined not to be a true Service Agreement, but a Service Agreement intended as security, Customer hereby grants Supplier a security interest in the Equipment and all proceeds thereof. Customer authorizes Supplier to record any UCC financing statements which in Supplier's determination are necessary to perfect or protect Supplier's interest in the Equipment. The filing of any UCC financing statement is precautionary and shall not be evidence that the Service Agreement is intended as security. Customer agrees that Supplier is authorized to file a copy of this Service Agreement as a financing statement. Customer agrees to pay Supplier an administrative fee of thirty-five dollars (\$35.00) for the expense of preparing such financing statements, making credit analysis of Customer and any Guarantor, and other documentation costs. The Equipment will be located at the Equipment Location identified herein and will not be moved or allowed to be moved without prior written consent of Supplier.

8. OPERATION; EQUIPMENT RETURN. Customer shall be solely responsible for the installation, operation and maintenance of the Equipment, shall keep the Equipment in good operating condition and shall use and operate the Equipment in compliance with all applicable laws. Upon termination or default of the Service Agreement, unless Customer has purchased the Equipment or renewed the service agreement pursuant to the rights granted in section 9 hereof, Customer, at sole expense, will within ten (10) days thereof, securely crate and ship the Equipment, any software and operating manuals, in good working order such that the Equipment is eligible for a manufacturer's standard, full service maintenance contract without Supplier's incurring any expense to repair or rehabilitate the Equipment, to whatever destination Supplier shall direct within a 500 mile radius of the original Manufacturer and Customer shall provide insurance for the equipment as provided herein. If the Equipment is not returned as provided herein, Customer agrees to pay Supplier monthly Service Agreement payments at double the above stated rate for any month or part thereof until the Equipment is received by Supplier or its designee.

9. ASSIGNMENT. SUPPLIER MAY ASSIGN THIS SERVICE AGREEMENT AND ITS ASSIGNEE MAY ASSIGN THE SAME AND CUSTOMER ACKNOWLEDGES THAT ANY SUCH ASSIGNMENT WILL NOT MATERIALLY ALTER CUSTOMER'S DUTIES OR RISK. ALL RIGHTS OF SUPPLIER HEREUNDER SHALL BE SUCCEEDED TO BY AN ASSIGNEE HEREOF AND SAID ASSIGNEE'S RIGHTS TO THIS SERVICE AGREEMENT, IN ANY PAYMENTS TO BE PAID HEREUNDER AND IN THE EQUIPMENT, SHALL BE FREE FROM ALL DEFENSES, SETOFFS OR COUNTER-CLAIMS OF ANY KIND WHICH CUSTOMER MAY BE ENTITLED TO ASSERT AGAINST SUPPLIER. CUSTOMER HEREBY WAIVING ANY SUCH CLAIMS AGAINST ANY ASSIGNEE. Customer may separately make against Supplier any claims which Customer shall be entitled to assert against Supplier under this Service Agreement. CUSTOMER SHALL NOT ASSIGN, MORTGAGE OR HYPOTHECATE THIS SERVICE AGREEMENT OR ANY INTEREST HEREIN OR TRANSFER ANY RIGHTS IN THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF SUPPLIER. Any assignment, mortgage, hypothecation or transfers by Customer without such consent shall be void.

10. RISK OF LOSS; INSURANCE. Until Customer has returned the Equipment to a location designated by Supplier, Customer bears the entire risk of loss or damage to the Equipment regardless of how arising. Customer shall immediately notify Supplier of any loss or other occurrence affecting any interest of Supplier and shall make repairs or corrections at Customer's expense. In such event, Customer agrees to continue to meet all payments and other obligations under this Service Agreement. Customer shall self-insure against all risks of loss, including theft or damage from any cause whatsoever. Customer also agrees to self-insure in an amount that is reasonably sufficient to cover Supplier for public liability and property damage arising from the use of the Equipment. Upon request by Supplier, Customer agrees to furnish Supplier with a statement of self-insurance. Supplier reserves the right to request that the Customer purchase insurance satisfactory to Supplier in the future. If Customer fails to do so, then Supplier will have the right, but not the obligation, to have such insurance protecting Supplier placed at Customer's expense. Customer's expense shall include the full premium paid for such insurance and any customary charges or fees of Supplier or of Supplier's designee associated with such insurance. Customer agrees to pay such amounts in equal installments allocated to each Service Agreement (plus interest on such amounts up to the maximum rate allowable under applicable law). The proceeds of such insurance shall be applied, at Supplier's sole election, toward the replacement or repair of the Equipment or payment toward Customer's obligation to Supplier hereunder. Customer hereby appoints Supplier as its attorney-in-fact to make any claim, receive payment or execute or endorse all documents, checks or drafts for loss or damage or return of premium under such insurance.

11. INDEMNITY. CUSTOMER hereby agrees to indemnify and hold Supplier harmless against all claims, loss, liability and expense, including attorney fees and all legal costs and expenses, resulting from injuries to or deaths of persons, and damage to the Equipment or other property, regardless of how arising, directly or indirectly, from or incident to the installation, use, operation, transportation or storage of the Equipment and whether such damage, injury or death to persons to be agents or employees of Customer to third parties or whether occurring by reason of any negligence, omission or other act or conduct of Supplier or any third party acting for or on behalf of Supplier. Should Customer be entitled under applicable law to revoke its acceptance of the Equipment, Customer agrees to pay and indemnify Supplier for any payment by Supplier to the Manufacturer of the Equipment. This section survives the termination of the Service Agreement. Supplier will hold Customer harmless from any and all liability, expense,

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judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may be brought by Supplier against Customer, to the extent the liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property is caused by the negligence of Supplier while performing Supplier's duties under the Transaction Agreement between Customer and Supplier.

12. LATE CHARGES; COLLECTION CHARGES. IN THE EVENT ANY PAYMENT DUE HEREUNDER IS NOT MADE WHEN DUE, CUSTOMER PROMISES TO PAY TO SUPPLIER A LATE CHARGE EQUAL TO THE LESSER OF FIVE PERCENT (5%) OF THE AMOUNT OF THE PAYMENT OR THE MAXIMUM LATE CHARGE ALLOWED BY APPLICABLE LAW. CUSTOMER SHALL ALSO PAY A RETURNED CHECK CHARGE TO REIMBURSE SUPPLIER FOR ITS TIME AND EXPENSE INCURRED WITH RESPECT TO ANY CHECK THAT IS RETURNED FOR ANY REASON, INCLUDING NON-SUFFICIENT OR UNCOLLECTED FUNDS, SUCH CHARGE IS STIPULATED AND LIQUIDATED AT THE GREATER OF TWENTY-FIVE DOLLARS (\$25.00) OR THE ACTUAL BANK CHARGES PER CHECK TO SUPPLIER.

13. DEFAULT. A default under this Service Agreement, entitling Supplier to all remedies hereunder, shall be considered to have occurred if Customer or any Guarantor: a) shall default in the payment of any Service Agreement payment or any other payment or charge due hereunder; b) shall default on or breach any of the terms or conditions of this Service Agreement or any other agreement with Supplier; c) assigns, moves, pledges, transfers rights in, sells or relinquishes possession of the Equipment or attempts to do so without Supplier's prior written authorization; d) gives Supplier reasonable cause to be insecure about Customer's or Guarantor's willingness or ability to perform under the Service Agreement, Guaranty or any other agreement with Supplier; e) ceases to do business as a going concern, dies or becomes insolvent or unable to pay any debt when due; f) merges, consolidates or transfers all or a substantial amount of Customer's assets; g) shall have issued against it any execution or other writ or process in any action or proceeding whereby the Equipment may be taken or distrained; h) has a proceeding in bankruptcy, receivership or insolvency instituted by or against it; i) enters into any agreement or composition with creditors; or j) breaches any of the terms of any loan or credit agreement or defaults thereunder.

14. REMEDIES. If a default occurs under this Service Agreement, Supplier at its sole election, shall have the cumulative right to any one or more of the following remedies: a) to immediately take possession of its Equipment without any Court Order or other process of law and for such purpose Supplier or its agent may enter upon any premises where the Equipment may be located and may remove the Equipment therefrom with or without notice of its intention to do so and without being liable in any suit or action or other proceedings by Customer or any third party and Customer shall be liable for any expense of retaking possession and removal of the Equipment, in addition to all amounts due under the Service Agreement including attorney fees as provided herein; and b) to sell, rent, or otherwise dispose of the Equipment at one or more public or private dispositions with or without notice for cash or on credit; c) to proceed to enforce performance of the applicable covenants and terms of this Service Agreement or to recover damages for the breach thereof; d) whether Supplier has elected to retain any or all of the Equipment, or dispose of the Equipment by sale, rent or otherwise, to recover as liquidated damages for the loss of its bargain due to Customer's default and not as a penalty; (i) all accrued and unpaid Service Agreement payments, (ii) all remaining Service Agreement payments (iii) the residual value of the Equipment (stipulated to be twenty percent (20%) of the original equipment cost), (iv) all reasonable costs and expenses including, without limitation, any expenses incurred by Supplier as a result of Customer's default hereunder, less any credits due Customer resulting from the net proceeds of the disposition of the Equipment, if any; e) by notice to Customer, to declare this Service Agreement terminated, without prejudice to Supplier's rights with respect to Customer's obligations then accrued and remaining unsatisfied; or f) to avail itself of any other remedy or remedies provided for any statute or otherwise available at law, in equity, or in bankruptcy or insolvency proceedings. In the event that any amounts claimed due, Supplier under this Section shall be required by applicable law to be reduced to present value, such amounts shall be discounted at a rate of four percent (4%) per annum. CUSTOMER AGREES THAT SUPPLIER SHALL HAVE NO DUTY TO MITIGATE SUPPLIER'S DAMAGES UNDER THIS SERVICE AGREEMENT BY TAKING LEGAL ACTION TO RECOVER THE EQUIPMENT FROM CUSTOMER OR ANY THIRD PARTY, OR BY DISPOSITION OF THE EQUIPMENT BY SALE, RENT OR OTHERWISE.

15. ATTORNEY FEES. CUSTOMER AGREES TO PAY SUPPLIER'S REASONABLE ATTORNEY FEES AS DAMAGES AND NOT COSTS IN ALL PROCEEDINGS ARISING OUT OF THIS SERVICE AGREEMENT. SUCH PROCEEDINGS INCLUDE, BUT ARE NOT LIMITED TO, ANY ARBITRATION, BANKRUPTCY, CIVIL ACTION, COUNTER-CLAIM, MEDIATION OR POST-JUDGMENT ACTION OR APPEAL. REASONABLE ATTORNEY FEES ARE HEREBY STIPULATED AND LIQUIDATED BY ALL PARTIES HERETO AT NOT LESS THAN THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR FIFTEEN PERCENT (15%) OF THE TOTAL AMOUNT DUE SUPPLIER IN ACCORDANCE WITH SECTION 14(d) HEREOF.

16. CUMULATIVE REMEDIES. Supplier's rights and remedies hereunder shall be cumulative and action upon one shall not be deemed to constitute an election of remedies or waiver of any other right or remedy to which Supplier is entitled. No delay in the exercise of a right or remedy by Supplier shall impair Supplier's ability to exercise that right or remedy and any waiver of a right or remedy must be given by Supplier in writing in order to be effective. The provisions of this Service Agreement are severable and shall not be affected or impaired if any one or more provisions of the Service Agreement are held unenforceable, invalid or illegal. Any provision in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be construed or modified to conform with such statute or rule of law.

17. CONSENT TO ILLINOIS LAW JURISDICTION; VENUE; NON-JURY TRIAL. Customer and any assignee thereof and Supplier consent, agree and stipulate that: a) this Service Agreement shall be deemed fully executed and performed in the State of Illinois and shall be governed by and construed in accordance with the laws of Illinois; and b) in any action, proceeding or appeal on any matter relating to or arising out of this Service Agreement, Customer and any assignee thereof, any Guarantor and any assignee thereof, and Supplier: i) SHALL BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF ILLINOIS, including

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any state or federal court sitting therein and all court rules thereof, I) SHALL ACCEPT VENUE, AT SUPPLIER'S SOLE ELECTION, IN ANY FEDERAL OR STATE COURT IN ILLINOIS, and ii) EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY so that trial shall be by and only to the court. CUSTOMER AND ANY ASSIGNEE THEREOF AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST SUPPLIER, OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY, CONCERNING ANY MATTER RELATING TO THIS SERVICE AGREEMENT, IN ANY COURT OTHER THAN ONE LOCATED IN COOK COUNTY, ILLINOIS.
18. NOTICE; CONSENT TO SERVICE OF PROCESS. CUSTOMER AGREES THAT ANY INVOICE, NOTICE OR SERVICE OR PROCESS REQUIRED BY THE SERVICE AGREEMENT, OR BY THE LAW IN ANY LEGAL OR EQUITABLE ACTION BROUGHT BY SUPPLIER, WITH RESPECT TO THIS SERVICE AGREEMENT, IS VALIDLY GIVEN WHEN MAILED POSTAGE PRE-PAID BY FIRST-CLASS MAIL TO CUSTOMER'S ABOVE IDENTIFIED ADDRESS OR ANY ADDRESS HEREAFTER SUBMITTED TO SUPPLIER IN WRITING.

[SIGNATURE PAGE TO FOLLOW]

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THIS SERVICE AGREEMENT IS NON-CANCELABLE

CUSTOMER: Delphi Automotive Systems LLC

5725 Delphi Drive, Troy MI 48098

SUITE/ROOM #BLDG

X *Robert C. Jones* 7/23/03

BILLING ADDRESS

Jonathon R. Janis
Delphi Automotive

SIGNATURE: SIGNER AFFIRMS THAT HE OR SHE IS DULY AUTHORIZED CORPORATE OFFICER.

CITY *Warren*

Date: *7-23-03*

COUNTY *Franklin* STATE *Ohio* ZIP *44186*

AREA CODE *330* PHONE *505-3011*

Accepted
By Supplier:

Dated:

Mary C. Bottie
7/25/03

MARY C. BOTTIE V.P. + GM



JONATHAN R. JANIS
PROJECT ENGINEER
DELPHI A
PH 330-393-3445

ROBERT E. FARROWE
IND/MFG SUPERVISOR
DELPHI A
(330) 505-3004

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TRANSACTION AGREEMENT

THIS TRANSACTION AGREEMENT (the "Agreement") is made and entered into this 1st day of July, 2003 (the "Effective Date") by and between Motorola, Inc., a Delaware corporation, having principal offices at 1305 East Algonquin Rd., Schaumburg, IL 60196 ("Supplier"), and DELPHI AUTOMOTIVE SYSTEMS LLC, a Delaware limited liability company, having principal offices at 5725 Delphi Drive, Troy, Michigan 48068 ("Customer").

RECITALS:

WHEREAS, Customer and Supplier have executed the General Purchase Order Terms (the "Terms and Conditions"); and

WHEREAS, Customer and Supplier have agreed that the Terms and conditions apply to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and the Terms and Conditions, the adequacy of which is hereby acknowledged, Supplier and Customer, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE 1

INCORPORATION

1.1 Incorporation of Terms and Conditions. The Terms and Conditions are hereby incorporated into this Agreement by reference and are set forth in Exhibits 1.1 and 1.2. Except to the extent expressly stated in Section 1.2 herein, any conflicts or inconsistencies between the Terms and Conditions and this Agreement will be governed by the Terms and Conditions. Unless otherwise required in a particular context, the term "Agreement" means this Agreement, together with all exhibits, schedules and other attachments hereto, including the Terms and Conditions.

1.2 Exceptions to Terms and Conditions.

No exceptions noted at time of agreement.

1.3 Transaction Agreement. This Agreement is a Transaction Agreement entered into pursuant to the Terms and Conditions.

ARTICLE 2

DEFINITIONS

In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Article 2 for purposes of this Agreement:

2.1 See Motorola Master Definitions in Exhibit 3.1

ARTICLE 3

SERVICES / SOFTWARE / HARDWARE

3.1 Delivery of [Services / Software / Hardware]. Supplier will provide to Delphi the [Services / Software / Hardware] as described in Exhibit 3.1 attached to this Agreement.

3.2 Service Levels. Supplier will provide the Services at the Service Levels set forth in Exhibit 3.2 attached to this Agreement.

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Draft date: 7/10/2003

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3.3 Pricing. Subject to application of the Service Level Credits, if any, contained in Exhibit 3.2, the charges for the Services will be as provided in Exhibit 3.3.

ARTICLE 4

TERM

4.1 Term. The term of this Agreement shall commence on the Effective Date and shall expire on 1 July 2008.

IN WITNESS WHEREOF, Customer and Supplier have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CUSTOMER:

DELPHI AUTOMOTIVE SYSTEMS LLC

By: Edward J. Ryan

Title: MtE Buyer

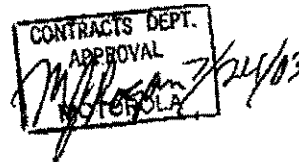
Jonathan James
Project Engineer

SUPPLIER:

MOTOROLA, INC.

By: Mary C. Bahr

Title: V.P. of GM



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EXHIBIT 1.1

Delivery and Installation Agreement

1. **Scope.** Motorola, Inc. ("Supplier") will deliver to Delphi ("Customer") the equipment, parts, software, or services related to the equipment (e.g. installation) all as described in Statement of Work for Packard Plant 47, which is a part of the Transaction Agreement to which this Exhibit 1.1 is attached. Only these terms and conditions apply to such delivery.
2. **Payment, Title, Risk of Loss.** Payment for Supplier's performance of its responsibilities under Statement of Work for Packard Plant 47, and title and risk of loss to equipment supplied thereunder, is governed solely by the Service Agreement signed contemporaneously with the Transaction Agreement.
3. **Software.** If this transaction involves software, any software owned by Supplier ("Supplier Software") is licensed to Customer solely in accordance with Supplier's standard Software License Agreement ("SLA"), which is incorporated herein by this reference. Any software owned by a third party ("Non-Supplier Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Supplier the right to sublicense such software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Supplier makes no representations or warranties of any kind regarding Non-Supplier Software.
4. **Express Limited Warranty and Warranty Disclaimer.** Supplier Software is warranted in accordance with the SLA. For one year from the date of shipment, Supplier warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship. These warranties do not apply to defects or damage resulting from use of the equipment, part, or Supplier Software in other than its normal, customary, and authorized manner; defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Supplier; breakage of or damage to antennas unless caused directly by defects in material or workmanship; defects or damage caused by Customer's failure to comply with all applicable industry and OSHA standards; equipment that has had the serial number removed or made illegible; batteries (because they carry their own separate limited warranty); freight costs to ship equipment or parts to the repair depot; scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and normal or customary wear and tear. These express limited warranties are extended by Supplier to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable. If Customer gives notice of a valid warranty claim before the expiration of the warranty period, Supplier will (at its option and at no additional charge to Customer) repair the defective product, replace it with the same or equivalent product, or refund the price of the defective product. Such action will be the full extent of Supplier's liability hereunder. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Supplier. THESE WARRANTIES ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SUPPLIER DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. **Dispute and Disputes.** Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. Supplier and Customer will try to settle any claim or dispute arising from this Agreement (except for a claim relating to intellectual property) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.
6. **LIMITATION OF LIABILITY.** Except for personal injury or death, Supplier's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the products or services for which losses or damages are claimed. SUPPLIER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SUPPLIER PURSUANT TO THIS AGREEMENT. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of such cause of action. This limitation of liability will survive the expiration or termination of this Agreement.
7. **Confidential Information and Preservation of Proprietary Rights.** The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will

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EXHIBIT 1.1

Delivery and Installation Agreement

1. **Scope.** Motorola, Inc. ("Supplier") will deliver to Delphi ("Customer") the equipment, parts, software, or services related to the equipment (e.g. installation) all as described in Statement of Work for Packard Plant 47, which is a part of the Transaction Agreement to which this Exhibit 1.1 is attached. Only these terms and conditions apply to such delivery.

2. **Payments, Title, Risk of Loss.** Payment for Supplier's performance of its responsibilities under Statement of Work for Packard Plant 47, and title and risk of loss to equipment supplied thereunder, is governed solely by the Service Agreement signed contemporaneously with the Transaction Agreement.

3. **Software.** If this transaction involves software, any software owned by Supplier ("Supplier Software") is licensed to Customer solely in accordance with Supplier's standard Software License Agreement ("SLA"), which is incorporated herein by this reference. Any software owned by a third party ("Non-Supplier Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Supplier the right to sublicense such software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Supplier makes no representations or warranties of any kind regarding Non-Supplier Software.

4. **Express Limited Warranty and Warranty Disclaimer.** Supplier Software is warranted in accordance with the SLA. For one year from the date of shipment, Supplier warrants that the equipment and parts under normal use and service are free from material defects in material and workmanship. These warranties do not apply to defects or damage resulting from use of the equipment, part, or Supplier Software in other than its normal, customary, and authorized manner; defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Supplier; breakage of or damage to antennas unless caused directly by defects in material or workmanship; defects or damage caused by Customer's failure to comply with all applicable industry and OSHA standards; equipment that has had the serial number removed or made illegible; batteries (because they carry their own separate limited warranty); freight costs to ship equipment or parts to the repair depot; scratches or other cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and normal or customary wear and tear. These express limited warranties are extended by Supplier to the original user purchasing the products for commercial, industrial, or governmental use only, and are not assignable or transferable. If Customer gives notice of a valid warranty claim before the expiration of the warranty period, Supplier will (at its option and at no additional charge to Customer) repair the defective product, replace it with the same or equivalent product, or refund the price of the defective product. Such action will be the full extent of Supplier's liability hereunder. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Supplier. THESE WARRANTIES ARE THE COMPLETE WARRANTIES AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SUPPLIER DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **Delays and Disputes.** Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. Supplier and Customer will try to settle any claim or dispute arising from this Agreement (except for a claim relating to intellectual property) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. **LIMITATION OF LIABILITY.** Except for personal injury or death, Supplier's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the products or services for which losses or damages are claimed. SUPPLIER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SUPPLIER PURSUANT TO THIS AGREEMENT. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of such cause of action. This limitation of liability will survive the expiration or termination of this Agreement.

7. **Confidential Information and Preservation of Proprietary Rights.** The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will

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Draft date: 7/10/2003

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maintain the confidentiality of such information and not disclose it to any third party; take necessary and appropriate precautions to protect such information; and use such information only to further the performance of this Agreement. Confidential information is and shall remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Supplier owns and retains all of its proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict the proprietary rights of Supplier, any copyright owner of Non-Supplier Software, or any third party manufacturer. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Supplier's proprietary rights, or a license under any Supplier patent or patent application.

B. Miscellaneous: Each party will comply with all applicable federal, state and local laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois. This Agreement constitutes the entire agreement of the parties regarding Statement of Work for Packard Plant 47, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Supplier is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Supplier applicable to this transaction unless they are in writing and signed by a Supplier authorized signatory.

CUSTOMER:

DELPHI AUTOMOTIVE SYSTEMS LLC

By: [Signature]

Title: M+E Buyer

Date: 7-23-03

[Signature]
Project Engineer

SUPPLIER:

MOTOROLA, INC.

By: [Signature]

Title: V.P. + G.M.

Date: 7/25/03



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EXHIBIT 1.2

Maintenance Service Agreement

1. **SCOPE.** From July 1, 2003 through June 30, 2006, Motorola, Inc. ("Supplier") will provide to Delphi ("Customer") maintenance and support services for the Equipment as described in:

- A. Motorola Master Definitions
- B. Statement of Work for Local Radio Support
- C. Statement of Work for Local Infrastructure Repair
- D. Statement of Work for Infrastructure Repair with Advanced Replacement
- E. Statement of Work for Radio Repair
- F. Statement of Work for OnSite Infrastructure Response with Local Dispatch - Premier Option
- G. List of Equipment to be Maintained

all of which are a part of the Transaction Agreement to which this Exhibit 1.2 is attached. Only these terms and conditions apply to such maintenance and support services.

2. **PRICE.** The price for Supplier's performance of its maintenance and support service responsibilities is \$4,478.77 per month, plus taxes (if applicable).

3. **DEFINITIONS AND INTERPRETATION.** "Agreement" means these terms and conditions; and documents A through G listed in Section 1 above, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these terms and conditions will take precedence over any other document that is a part of this Agreement, unless such document specifically states otherwise. "Equipment" means the equipment that is specified in the List of Equipment to be Maintained. "Services" means those services described in the Statements of Work listed in Section 1 above.

4. SCOPE OF SERVICES

4.1. Supplier will provide the Services described in this Agreement.

4.2. If Supplier is providing Services for Equipment, Supplier parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Supplier will be followed.

4.3. If Customer purchases from Supplier additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Supplier, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Supplier in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Supplier receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Supplier's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or practical infeasibility, Supplier may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Supplier directly of any Equipment failure. Supplier will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

5. EXCLUDED SERVICES

Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries, magnetic tapes, etc.; upgrading or reprogramming Equipment accessories, back ups, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Supplier has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Supplier performs service at Customer's location, Customer will provide Supplier, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Supplier or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Supplier may

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perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services include any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Supplier in rendering the Services, Customer agrees to reimburse Supplier for such charges and expenses.

7. CUSTOMER CONTACT

Customer will provide Supplier with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Supplier.

8. PAYMENT

Payment by Customer will be submitted along with payments due under the Service Agreement signed contemporaneously with the Transaction Agreement.

9. WARRANTY

Supplier warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days following completion of those Services. In the event of a breach of this warranty, Customer's sole remedy is to require Supplier to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Supplier will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Supplier will have no further obligation to provide Services.

11. LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Supplier's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the previous twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT TO THE FULL EXTENT SUCH DAMAGES MAY BE DISCLAIMED BY LAW, SUPPLIER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT. Except for money due upon an open account, no action may be brought for a breach of this Agreement more than one (1) year after the accrual of such cause of action. This limitation of liability will survive the expiration or termination of this Agreement.

12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an inadvertent omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Supplier's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Supplier's request. Customer may not disclose, without Supplier's written permission or as required by law, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

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13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Supplier will be deemed secret or confidential. Supplier will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Supplier patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Supplier nor any of its employees is an agent or representative of Customer in any governmental matters.

15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Supplier or its subcontractors without the prior written authorization of Supplier. This provision applies only to those employees of Supplier or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Supplier for the purpose of this Agreement will be and remain the sole property of Supplier. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Supplier upon request. Such property will be held by Customer for Supplier's use without charge and may be removed from Customer's premises by Supplier at any time without restriction.

17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Illinois.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control.

17.5. Supplier may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. If Supplier provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for such services on a time and materials basis at Supplier's then effective hourly rates.

CUSTOMER:

DELPHI AUTOMOTIVE SYSTEMS LLC

By: _____

Title: _____

Date: _____

James P. Jones
Project Engineer

SUPPLIER:

MOTOROLA, INC.

By: *Mary C. Bohn*

Title: *V-P & G-M*

Date: *7/25/03*

CONTRACTS DEPT.
APPROVAL
M. Bohn 7/24/03
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EXHIBIT 3.1

Statement of Work

This statement of work includes the following sections:

- I. Motorola Master Definitions
- II. Statement of Work for Packard Plant 47
- III. Statement of Work for Local Radio Support
- IV. Statement of Work for Local Infrastructure Repair
- V. Statement of Work for Infrastructure Repair with Advanced Replacement
- VI. Statement of Work for Radio Repair
- VII. Statement of Work for OnSite Infrastructure Response with Local Dispatch – Premier Option
- VIII. List of Equipment to be Maintained

Motorola will be providing to Delphi, on a services basis, the continued use of the existing radio system at the Warren, OH area plants, and will install the additional equipment necessary to add coverage to the new plant 47 in Vienna, OH. The existing system has been in place under a lease agreement with a separate maintenance contract. In this agreement, the use of the equipment and the maintenance will all be provided for a monthly service fee for a period of 36 months. The section below describes the definitions and statements of work for the various components of the system and support.

I. Motorola Master Definitions

There may be additional terms defined in this list that do not apply to the SOWs attached. Terms in this list that are not specifically used in the attached SOWs should be disregarded.

1.0 Definitions

Capitalized terms used in this Statement of Work and not otherwise defined within the Statement of Work, Communications System Agreement or other applicable Agreement have the following meanings:

- 1.1 Box Unit Test: Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2 Case: Electronic tracking document for requests for service through the System Support Center.
- 1.3 Components: Motorola new or refurbished parts of equal quality.
- 1.4 Configuration Change Support: A change in a user-defined parameter, which may include, but is not limited to, a change in the placement of a dispatch console talkgroup window. Fleetmapping is not considered included in Configuration Change Support.
- 1.5 Continuously: Seven (7) days per week, twenty four (24) hours a day, three hundred sixty five (365) days a year including holidays.
- 1.6 Core Release: A new version of Software that adds Standard Features and major enhancements. These new versions are signified by changes to the first digit of the version identifier number (e.g. SmartZone 2.0.3 to SmartZone 3.0).

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- 1.7 Customer: The end-user Customer as identified in the Communications System Agreement, Service Agreement or other applicable Agreement.
- 1.8 Customer Support Plan: A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services promised under this Statement of Work.
- 1.9 Enhancement Release: A superseding issue of Software, which adds to, improves, or enhances the performance of Standard Features contained in the then currently shipping Software version. These releases are signified by changes to the second digit of the version identifier number (e.g. SmartZone 3.1 to SmartZone 3.2).
- 1.10 Equipment: The equipment specified in the Equipment List as set forth in the Communications System Agreement, Service Agreement or other applicable Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.11 Enhanced System Support (ESS) Period: The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Communications System Agreement.
- 1.12 Event: An alarm or informational notification received by Motorola through the Network Management tools.
- 1.13 Federal Technical Center: A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for Federal Customers.
- 1.14 Firmware: Software in object code form that is implanted or embedded in hardware.
- 1.15 Infrastructure: The fixed Equipment excluding mobiles, portables, and accessories.
- 1.16 Maintenance: The process for determining the cause of Equipment failure, removing, repairing, or replacing parts or elements necessary in order to conform the Equipment with the manufacturer's specifications along with system specific specifications, delivering and reinstalling the parts, and placing the Equipment back into operation.
- 1.17 Motorola Software: Software whose copyright is owned by Motorola.
- 1.18 Radio Support Center: A Motorola facility located in Rockford, Illinois, the purpose of which is to serve as Motorola's centralized location for radio repair.
- 1.19 Response: Response times are defined as when a technician, a remote systems technologist or a remote network specialist is actively working the technical issue, remotely or on-site, as determined by Motorola.
- 1.20 Restore/Restoration: The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.21 Service: a Motorola Authorized Service Station or Motorola Field Service personnel.

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- 1.22 Software: Includes Motorola and any non-Motorola Software that may be furnished with the Communications System.
- 1.23 Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.24 Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release.
- 1.25 Start Date: Effective start date as listed on the Service Agreement or other applicable Agreement.
- 1.26 System: System is the communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.27 System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed, and Customer has accepted, all of the System tests as described in the acceptance test plan.
- 1.28 System Support Center: a Motorola facility located in Schaumburg, Illinois, the purpose of which is to serve as Motorola's centralized system support facility to complement the field support resources. The System Support Center is hereinafter referred to as the "SSC."
- 1.29 System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.30 Systemic: A software/hardware product defect related to or affecting the designed system operation.
- 1.31 Technical Support Operations: A centralized telephone support help desk that provides technical support for Motorola customers' who have purchased Commercial Government and Industrial Solutions Sector (CGISS) products or have a contract for technical support.
- 1.32 Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

II. Statement of Work for Packard Plant 47

INTRODUCTION

Delphi Automotive Systems (or Delphi) currently leases a 10 channel, 800 MHz trunked radio system. The system operates from a single transmitter site, and achieves improved in-building coverage at satellite automotive plants through the use of bi-directional amplifiers (BDA's) and in-building omni-directional antennas.

Delphi is nearing completion on the construction of a new, approximately 200,000 square foot plant in Warren, Ohio - "Plant 47". Motorola was requested by Delphi to visit the new plant to determine a design solution that will provide in-building radio coverage. The design visit took place October 22, 2002 with representatives from Delphi (Gordon Kientz), Motorola (Ryan Vaillancourt) -

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Project Manager, Jim Clements – Account Manager, Brent Campbell – Lead Engineer), and Catron Communications (Ramon Jones – Service Manager).

STATEMENT OF WORK

This Statement of Work addresses the Motorola and Delphi Automotive Systems responsibilities applicable to all components of the proposed in-plant bi-directional amp system, including the internal and external antenna systems and the installation of Delphi-provided bi-directional amplifiers.

The Statement of Work consists of five major components:

1. The Motorola Project Management process
2. Motorola's responsibilities associated with the proposed system
3. Motorola's expectations of Delphi Automotive Systems associated with the project
4. The proposed installation schedule
5. The coverage demonstration plan

Motorola Project Management Process

The Project Management process is an established, recognized discipline, with structured methods in defining objectives and establishing contracts. Motorola recommends the supervision provided by Motorola's Project Management team. Upon contract award, Motorola proposes to provide one dedicated Project Manager to supervise the installation, optimization and testing associated with this bi-directional amp system.

The Project Manager's team is composed of the Project Manager and the required support members. To directly support the project, Motorola assigns System Engineers, Field System Technologists and Account Managers to the project. For the duration of the project, these resources will be available to support the Project Manager from design through acceptance. In addition, Motorola's product organization provides on-going support of system design, manufacture, installation, optimization and testing.

The Project Manager has full responsibility for the successful completion of the project and will be the primary focal point for all communications between Delphi Automotive Systems and Motorola.

The Project Manager is directly responsible for the following:

- Project planning, scheduling and management
- Project design, manufacture and shipment
- System inventory, scheduling and security
- System installation and optimization

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- System subcontracts, non-Motorola vendors and labor rights-of-way
- System documentation, testing and acceptance

The following describes the Project Manager's responsibilities in further detail:

Project planning, scheduling and management - the Project Manager identifies the tasks to be accomplished, the work to be performed and the resources required to complete the work within prescribed schedules. The Project Manager identifies each of these deliverables in a project timeline and manages the implementation process according to that schedule. When changes in the proposed system deliverables occur, the Project Manager modifies the Statement of Work and documents the change through the Motorola change order process.

Project design, manufacture and shipment - the Project Manager works directly with the project engineering team to ensure the system design meets Delphi's requirements. During manufacture and shipment, the Project Manager monitors progress and ensures the system meets prescribed specifications. The Project Manager schedules the equipment delivery and monitors the shipment through delivery to installation at the Delphi plant.

System inventory, scheduling and security - working with Delphi's personnel, the Project Manager inventories the equipment against the equipment list to ensure all product deliverables have been adhered to. In addition, the Project Manager assists Delphi with obtaining secure storage areas and coordinating the in-plant transportation of equipment.

System installation and optimization - the Project Manager secures all the necessary technical resources from Motorola and non-Motorola sources to ensure successful system installation and optimization is achieved. This includes the tasks associated with installation of the bi-directional amps, antenna system and other hardware necessary. Upon installation the Project Manager ensures system optimization and testing is performed in accordance with published specifications and that all equipment delivered meets or exceeds those requirements.

System subcontracts, non-Motorola vendors and labor rights-of-way - In the course of system implementation the Project Manager may employ various resources which may include Motorola and non-Motorola subcontractors. Therefore it is often necessary for the Project Manager to secure from Delphi all the necessary labor rights-of-way required by the plant before installation begins.

System documentation, testing and acceptance - Motorola prepares all system documentation, manuals and drawings prior to system install and provides them in a system binder. The Project Manager monitors and coordinates all system acceptance tests performed and coverage tests performed at the Delphi facility. Project acceptance is requested from Delphi Automotive Systems once all proposed system deliverables have been completed.

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Change Order Process - Although a great deal of effort goes into the design and planning of a system, changes are occasionally necessary. Any alterations to the proposed system design which cause an increase or decrease in the cost or time associated with implementation of the proposed system shall not be initiated until both parties have agreed to an equitable adjustment in the system price and schedule. This adjustment will be made through formal change orders. If a change is required, Motorola proposes the following change request process:

1. The originator shall document the requested change in writing and include sufficient detail to determine the extent of the change in relation to time, cost and equipment.
2. The originator delivers the change request to the appropriate representative for review and approval.
3. The completed change request is sent to both Delphi Automotive Systems and Motorola's Project Manager for financial adjustment if necessary.
4. Upon approval, the change request becomes a firm change order and is implemented.
5. The change order becomes a recognized amendment to the proposal and this Statement of Work.

Motorola's System Responsibilities

Motorola has designed an in-plant bi-directional amplifier system to meet the requirements of Delphi Automotive Systems. In designing this system Motorola conducted technical inquiries into the construction of the plant to determine the optimum location for antenna and amp installations. These evaluations were performed to provide Motorola the technical, performance and usability information required to deliver a certain level of system performance.

Motorola's responsibilities under this proposal include the following major tasks:

Bi-directional Amp System Design - Motorola engineering conducted a thorough analysis of the technical requirements provided by Delphi Automotive Systems and designed a bi-directional amp system which meets or exceeds those specifications utilizing Delphi's existing bi-directional amplifiers. The performance of the bi-directional amplifier system is predicated upon the existing bi-directional amplifiers delivering the manufacturer's rated signal output levels. If the existing bi-directional amplifiers do not meet the required performance specifications, Motorola will contact Delphi immediately to negotiate in good faith an alternative solution.

System Order and Manufacture - Upon contract award Motorola prepares the system design for factory order and shipment. This includes finalizing the design to consider: transmission line lengths, power requirements, antenna and splitter configuration and inspection of the Delphi-provided bi-directional amplifiers. In

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addition, installation diagrams are completed and provided to our subcontractors. Ordering and shipping the antenna equipment requires approximately one week.

Equipment Procurement

Motorola will provide all hardware necessary for a complete system installation, including but not limited to, antennas, antenna cables, jumper cables, splitters, connectors, cable weatherproofing kits and cable grounding kits. Any hardware requiring shipment will be shipped and stored at Catron Communications.

Motorola will coordinate the pick up of the two (2) existing BDA's located at Delphi's Plant 47. Both BDA's will be tested for functionality prior to installation. In the event either BDA does not meet the required performance specifications, Motorola will contact Delphi immediately to negotiate in good faith an alternative solution. Pricing does not include the repair of the existing BDA's or the purchase of new BDA's.

Rooftop Installation

Motorola will provide all labor and material for the design, fabrication and installation of the antenna mounting structure to be attached to the cooling tower platform.

Motorola will provide all labor and material for the installation of the antenna, antenna cables, cable mounts and cable grounding.

Interior Installation

Motorola will provide all labor and material for the installation of the in-building antennas and antenna mounts, cables and cable mounts and grounding system.

Motorola will provide all labor and materials for the mounting, cabling and grounding of the two (2) existing BDA's on the south wall of the mechanical room. The system will operate through one primary BDA, the second will act as a backup in the event the primary fails. All cable will be plenum rated.

Provide Site Preparation Requirements - Motorola provides Delphi Automotive Systems all the site preparation information required to prepare the equipment room for installation of the proposed equipment. This includes electrical, grounding, as well as, the location, size and layout of the equipment within the identified room.

Equipment Shipments - Motorola provides transportation of all proposed equipment from our manufacturing facilities to Catron Communications. The equipment will be inventoried and tested prior to installation.

Equipment Inventory - Motorola's Project Manager and Delphi's designated personnel concurrently inventory each component and document delivery.

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System Optimization - Motorola shall provide System Technologist staff to optimize the proposed bi-directional amp equipment to ensure operation per the manufacturer's and the bi-directional amp system's specifications.

Coverage Demonstration - Motorola's Project Manager and System Engineer work together with Delphi's representatives to demonstrate the coverage performance of the installed system. During the demonstration, the signal strength and audio quality data is collected so that system coverage reliability can be established.

Punch List Resolution - Motorola's Project Manager resolves any outstanding deliverables identified by Delphi Automotive Systems and delivers documentation of their completion to the designated Delphi Automotive Systems personnel.

Final Acceptance - Following completion of any outstanding punch list items, Motorola's Project Manager will request final acceptance from Delphi Automotive Systems. This establishes completion of the project.

Delphi Automotive Systems Responsibilities

Motorola's extensive experience implementing radio systems within automotive manufacturing facilities across North America has prompted us to make certain assumptions with regard to specific installation responsibilities. As a result, our quotation does not include pricing for Motorola's involvement in the following tasks. It is assumed Delphi Automotive Systems will be responsible for the following.

Government Permits and Licensing - Delphi Automotive Systems is responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission (FCC) and Federal Aviation Administration (FAA) and for complying with all FCC and FAA rules and regulations. Delphi will be responsible for the acquisition of any necessary permits covering the work described above. Motorola will provide Delphi with any necessary documentation should permits be required.

Labor Rights-of-Way - Delphi Automotive Systems is responsible for obtaining and paying any fees associated with union labor clearances. Further, it is Delphi's responsibility to provide all labor necessary to complete their responsibilities under this Statement of Work.

Storage of Materials - Delphi Automotive Systems is responsible for storing any excess materials remaining after installation of the bi-directional amp system.

Equipment Room Preparation - Delphi Automotive Systems will provide the two (2) existing bi-directional amplifiers located at Plant 47. Delphi is also

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responsible for providing the equipment room and all the necessary electrical, grounding, lighting and cable entry ways specified for a successful system installation. Exact specifications of the equipment room preparation requirements are as follows:

Equipment room space - Delphi will provide space in the identified Mechanical Room that will allow for front access to the bi-directional amp equipment cabinets with three feet of clearance. The system fixed equipment will be contained in two cabinets which will have approximate dimensions of 18" wide X 9" deep X 24" long.

Electrical - the proposed system requires individual 120 volt receptacles on individual breakers for each bi-directional amp. The electrical requirements for the equipment include (1) 120 volt / 20 amp circuit for each amp for a total of (2) two circuits. These circuits should be terminated in a single receptacle located within 4-feet of the amp install point. Delphi is responsible for providing the labor and materials for the installation of the circuit breakers per the specifications above. Delphi will provide emergency backup power, and therefore the proposed system will not require a universal power supply.

Grounding - Delphi Automotive Systems must provide adequate earth ground within the Mechanical Room. Motorola plans to install a AWG 1/0 stranded copper cable connected to a building ground source and terminate to a 4" X 6" copper/brass buss bar installed on the wall near the equipment cabinets.

Transmission Line Access /Feed-throughs - Delphi is to provide for transmission line routing to allow the installation of the line from the system antenna on the roof to the bi-directional amplifiers in the Mechanical Room. This includes labor and materials for the roof penetration and the installation of one (1) 2" conduit sleeve at the cooling tower platform for cable penetration from the roof to the Mechanical Room.

Equipment Inventory - Delphi Automotive Systems and Motorola concurrently inventory each system component and document delivery.

Installation Milestone - Upon complete system installation and optimization, Delphi Automotive Systems accepts the installation completion certificate.

Coverage Demonstration - Delphi Automotive Systems representatives and Motorola personnel work together to identify the coverage performance of the installed system.

Beneficial Use - Delphi Automotive Systems authorize Beneficial Use start following acceptance of optimization documentation.

Punch List Resolution - Delphi Automotive Systems shall identify any outstanding Motorola deliverables and formally request their completion.

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Final Acceptance - Delphi Automotive Systems shall grant final acceptance and process any remaining payment milestone per the Motorola sale terms proposed

III. Statement of work for Local Radio Support

1.0 Description of Service

Local Radio Support provides an operational check of Equipment that is specifically named in the applicable Agreement to which this Statement of Work is attached. An operational check is an analysis of the Equipment to identify external or internal defects.

If the Equipment has an external defect, or can be Restored without opening the radio case, the Equipment will be Restored and returned to Customer. If the Equipment has an internal defect, or is not serviceable without opening the radio case, then the Equipment will require additional service not described in this Statement of Work.

In addition to Equipment specifically named in the applicable Agreement to which this Statement of Work is attached, Local Radio Combo Package includes service on standard palm microphones and single mobile control heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture.

Local Radio Support excludes repairs to: optional accessories; IDEN accessories; IDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single unit portable chargers; batteries, mobile antennas; portable antennas; and mobile power and antenna cables. Mobile power and antenna cables are excluded from maintenance coverage. If the shop installs new cables incorrectly, the shop shall be responsible for correcting the problem.

2.0 Motorola has the following responsibilities:

- 2.1. Service to be performed at the Servicer facility during Standard Business Days.
- 2.2. Perform an operational check on Equipment to determine the nature of the problem. An operational check is an analysis of the equipment to identify external or internal defects. Also known as troubleshooting, this may entail testing unit's operation, including connecting to test equipment or Radio Software to determine defect with unit that has been identified as having a problem. The extent of this operational check will

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be different based on the type of unit, and what symptoms the unit exhibits.

2.3. Remove/reinstall mobile or data Equipment from/to vehicle as needed for servicing.

3.0 Customer has the following responsibilities:

3.1. Deliver and pick up Equipment to/from the Servicer facility. Customer shall continue to mail units to servicer, and servicer shall continue to mail units back to customer. The address to use will continue to be: Cattron Communications, Inc., 29 North 2nd Street, Sharpsville, PA 16130.

3.2. Inform Servicer of description of problem for Equipment brought in for service.

3.3. Cooperate with Motorola and perform responsibilities that are reasonable or necessary to enable Motorola to provide the Local Radio Support service to Customer.

IV. Statement of Work for Local Infrastructure Repair

Description of Services

Local Infrastructure Repair provides repair service of Equipment named on the Customer Equipment list by the Servicer. At the Servicer's discretion and responsibility, Equipment may be sent to Motorola, original equipment manufacturer, or other facility for repair.

1.0 Motorola has the following responsibilities:

1.1. Repair Equipment at the Servicer facility or Customer location to be determined by Motorola. Servicer is responsible for travel costs to a Customer location to repair Equipment.

1.2. Perform the following on Motorola Equipment:

1.2.1. Perform an operational check on the Equipment to determine the nature of the problem.

1.2.2. Replace malfunctioning Components with new or reconditioned assemblies.

1.2.3. Verify that Motorola Equipment is returned to Motorola manufactured specifications.

1.3. Provide the following service on third party Infrastructure

1.3.1. Perform diagnostic on select third party Infrastructure to determine whether there is an Equipment malfunction. If no malfunction is found, Equipment with no trouble found (NTF) will not be sent to third party vendor for repair.

1.3.2. If a malfunction is found, ship select third party Infrastructure to the original equipment manufacturer or third party vendor for repair service.

1.3.3. Coordinate and track third-party Infrastructure Equipment sent to the original equipment manufacturer or third party vendor for service.

1.4. Reprogram Equipment to return Equipment to original operating parameters based on templates provided by Customer. If the Customer template is not provided or is not reasonably usable, a generic template will be used which will be provided by Servicer.

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- 1.5. Notify the Customer upon completion of repair.
- 1.6. Properly package, return ship or hand deliver Equipment to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.
- 2.0 Customer has the following responsibilities:
 - 2.1. Contact Servicer and provide the following information:
 - 2.1.1. Provide customer name, address of site location, and symptom of problem
 - 2.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
 - 2.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
 - 2.3. Cooperate with Motorola and perform responsibilities that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.

V. Statement of Work for Infrastructure Repair with Advanced Replacement

Description of Services

Infrastructure Repair provides repair service to Motorola and select third party Infrastructure as set forth in the applicable attached Exhibits, all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. Exhibit A is for SmartZone systems, Exhibit B is for SmartNet systems). Equipment is serviced down to the component level at the Motorola Infrastructure Depot Operations ("IDO"). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Equipment is no longer supported by the original equipment manufacturer, Motorola may replace Equipment with a comparable/compatible or like Equipment, when possible.

When available, Motorola will provide Customer with an Advanced field Replacement unit(s) "FRU(s)" in exchange for Customer's malfunctioning FRU (s). Non-standard configurations and Customer-modified units are excluded from this service. Malfunctioning FRU (s) will be evaluated and repaired by Motorola's (IDO) and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not an option, such as when the Customer requires the exact serial number in order for Equipment to be returned, FRU may be available on a loaner basis.

- 1.0 Motorola has the following responsibilities:
 - 1.1. Maintain and provide access to an inventory of FRU, subject to availability, that can be shipped from IDO to Customer or Servicer upon request as described in 3.1. IDO reserves the right to provide new or reconditioned units as FRU. The FRU will be of the same kit and version, and will contain similar boards and

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- chips, as the Customer's malfunctioning FRU(s). These will permanently replace the existing units.
- 1.2. Program FRU which will be exchanged with Customer's malfunctioning unit to original operating parameters based on templates provided by Customer. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
 - 1.3. Properly package and ship FRU from IDO's FRU inventory to Customer specified address.
 - 1.3.1. A FRU is sent next day air (paid by Motorola) via Federal Express Priority Overnight or UPS Fed unless otherwise requested. Shipments outside of the above mentioned carrier programs, such as NFO (next flight out), are subject to additional charges to be paid by Customer.
 - 1.3.2. Motorola will pay shipping and handling during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. Shipments outside standard business hours are subject to additional shipping and handling charges to be paid by Customer.
 - 1.3.3. When sending the FRU to Customer, provide a return air bill in order for Customer to return the Customer malfunctioning FRU.
 - 1.4. Receive Equipment from Customer and document its arrival, repair and return. Provide return authorization numbers when requested as mentioned in 2.1.
 - 1.5. Perform the following service on Motorola Equipment:
 - 1.5.1. Perform an operational check on the Equipment to determine the nature of the problem.
 - 1.5.2. Replace malfunctioning Components with new or reconditioned assemblies.
 - 1.5.3. Verify that Motorola Equipment is returned to Motorola manufactured specifications, as applicable.
 - 1.5.4. Perform a Box Unit Test on all serviced Equipment.
 - 1.5.5. Perform a System Test on select Equipment.
 - 1.6. Provide the following service on select third party Infrastructure:
 - 1.6.1. Perform pre-diagnostic and repair services to confirm Equipment malfunction and eliminate sending Equipment with no trouble found (NTF) to third party vendor for repair; when applicable.
 - 1.6.2. Ship Equipment to the original equipment manufacturer or third party vendor for repair service.
 - 1.6.3. Coordinate and track Equipment sent to the original equipment manufacturer or third party vendor for service.
 - 1.6.4. Perform a post-test to confirm malfunction Equipment has been repaired and functions properly in a Motorola System configuration, when applicable.
 - 1.7. Reprogram Equipment to original operating parameters based on templates provided by Customer per Section 2.3. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If Motorola determines that the malfunctioning Equipment is due to a Software defect, Motorola reserves the right to reload Equipment with a similar Software version. Any type of software support, implementation or installation including Enhancement Releases are not covered under this Agreement. An Enhancement Release is defined as a superseding issue of Software, which adds to, improves, or enhances the performance of Standard Features contained in the then currently shipping Software version. These releases, if

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needed and approved by the Customer, will be quoted and billed separately outside of this Agreement.

- 1.8. Properly package and return ship (Motorola will pay return shipping charges) Equipment to the Customer specified address or if Customer FRU was exchanged with an IDO FRU, return Customer's FRU(s) to IDO's FRU inventory upon completion of repair.
- 2.0 Customer has the following responsibilities:
 - 2.1. Contact the Motorola System Support Center (SSC) and request an advanced FRU exchange or a return authorization number (for all other repairs) prior to shipping malfunctioning Equipment or third party Infrastructure named in the applicable attached Exhibit. The initial call to the SSC may be from Servicer if, pursuant to a Statement of Work or other applicable Agreement, Servicer is acting on Customer's behalf.
 - 2.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Equipment.
 - 2.1.2. Indicate if the Equipment or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Equipment being sent in for service.
 - 2.1.3. Provide Customer purchase order number to secure payment for any cost as set forth in paragraph 1.3.1, 1.3.2., 1.7 or 2.2
 - 2.2. Upon receipt of the FRU from IDO's FRU inventory, properly package Customer's malfunctioning Equipment and ship the malfunctioning Equipment to IDO within five (5) days for evaluation and repair as set forth in 1.4. Customer must send the return air bill, referenced in 1.3.3 above back to IDO in order to ensure proper tracking of the return. Customer will be subject to a replacement fee for FRU not properly returned. For Equipment and/or third party Infrastructure repairs that are not exchanged in advance, properly package Equipment and ship the malfunctioning FRU (freight prepaid by Customer) to Motorola. Clearly print the return authorization number on the outside of the packaging. Customer is responsible for properly packaging the Customer FRU or IDO FRU to ensure that the shipped Equipment arrives un-damaged and still in repairable condition.
 - 2.3. Maintain templates of Software/applications and Firmware for reloading of Equipment as set forth in paragraph 1.2 and 1.7.
 - 2.4. Cooperate with Motorola and perform responsibilities that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.

The following items are excluded from Infrastructure Repair with Advanced Replacement:

1. All Equipment over seven (7) years from product cancellation date.
2. Physically damaged Equipment.
3. Third party equipment not shipped by Motorola with the original System.
4. Consumable items including but not limited to batteries, connectors, cables, toner/ink cartridges.
5. Test Equipment.
6. Racks, furniture and cabinets.
7. Firmware and/or Software upgrades.

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Exhibit A - Covered SmartNet System Equipment	Coverage and Exclusions for Infrastructure Repair Notes/Exceptions
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Includes Quantar, Quantro, Digital MSF5000, MTR2000, and Desktrac L35SUM7000-T Repeaters ONLY. Network Management (Please refer to the SOW for details) is not available on all stations.
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub.
Channel Bank(s)	Includes Promisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digifac, and Astrotac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (Centracom II, Centracom Gold Classic, Centracom Gold Elite) as part of complete communication system - ONLY. Includes headset jacks, dual footswitches, and gooseneck microphones. Excludes Centracom I.
Controller - trunking	Includes SmartNet II Prime and Remote Controllers. Excludes SSMT and SCMS controllers.
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Refer to the IDO Support matrix for Model exclusions
Digital Voice Modem(s)	Refer to the IDO Support matrix for Model exclusions
Embassy Switch	Includes AEB, AIMI, ZAMBI
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment	Excluded from service agreement but may be repaired on an above contract, Time and Material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all monitors connected to computers that directly interface with or control the communications System. Includes flat panel displays and touch screen monitors. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention.
Moscad	Only NFM (Network Fault Management), as part of Communication System only. Standalone MOSCAD must be quoted separately. Excludes System Control and Data Acquisition (SCADA) and Fire alarming systems.
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications

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	System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC Receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System.
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, Time and Material basis. All UPS systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.

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VII. Statement of work for Radio Repair

1.0 Description

Radio Repair provides board level service for the Equipment that is specifically named in the applicable Agreement to which this Statement of Work (SOW) is attached or any of the Agreement's subsequent revisions. Services are performed at the designated Motorola facility.

In addition to Equipment specifically named in the applicable Agreement to which this Statement of Work is attached, Radio Repair includes service on standard palm microphones and single mobile control heads provided that they are required for normal operation of the Equipment and are included at the point of manufacture. Additional mobile control heads are covered only with purchase of the applicable service option.

Radio Repair excludes repairs to: optional accessories; non-standard mobile microphones; IDEN accessories; IDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. New Equipment purchases will only be added upon Customer request.

The terms and conditions of this Statement of Work are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Motorola Service Agreement or other applicable Agreement and this SOW, the provisions of this Statement of Work shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1 Test and Restore the Equipment to Motorola factory specifications.
- 2.2 Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template is not usable, a generic template utilizing the latest Radio Service Software (RSS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to restore the original template.
- 2.3 Clean external housing of the Equipment.
- 2.4 Pay the outbound freight charges for next day shipping.
- 2.5 Pay the inbound freight charges only if the Customer uses the Motorola designated delivery service.
- 2.6 Provide Customer with the Motorola repair request form and inventory adjustment form.
- 2.7 Process inventory adjustment requests received by fax or email from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
- 2.8 If applicable, notify Customer of changes in Motorola designated inventory adjustment email address or fax number.

3.0 Customer has the following Responsibilities:

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- 3.1 Utilize the Motorola designated delivery service program for inbound shipping.
- 3.2 Pay freight insurance charges for declared values in excess of \$100 on inbound shipments.
- 3.3 Complete a Motorola repair request form and submit it with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
- 3.4 If desired, supply Motorola with a 3.5" backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.
- 3.5 If Motorola must utilize a generic template to Restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.6 Complete a copy of the Motorola inventory adjustment form (IAF) for Equipment additions or deletions and submit it to Motorola.

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VII. Statement of work for OnSite Infrastructure Response With Local Dispatch- Premier Option

1.0 Description of Service

OnSite Infrastructure Response provides for on-site technician Response as determined by pre-defined severity levels set forth in Table C and Response times set forth in Table A in order to Restore the System.

2.0 Motorola has the following responsibilities:

- 2.1 Provide Customer access to a single phone number to request service continuously via one of the following communication methods: (telephone, answering service, pager, cellular phone).
- 2.2 Assign technical resources and provide estimated time of arrival (ETA) to Customer.
- 2.3 Respond to the Customer site per the Table A below.
- 2.4 Perform diagnostics on the Component/Field Replaceable Unit (FRU) /assembly
- 2.5 Restore the System by replacing defective Component/FRU/assembly;
2.5.1 FRU (a FRU is a Field Replaceable Unit) and assembly provided by Customer.
- 2.6 Call Customer upon restoration and request verification. If Customer cannot be contacted within twenty (20) minutes, the Servicer will contact the alternate, the Servicer will be released from Customer site at the end of twenty (20) minutes. The primary contact is located at North River Road Dispatch 330-373-2526 or 373-3219. The alternate contact is North River Road Security Sergeant 330-373-2281.
- 2.7 Provide the service ticket document to Customer when requested. Service ticket document should include the following:
2.7.1 Resolution action.
2.7.2 Provide defective FRU or part number (model #) used.

3.0 Customer has the following responsibilities:

- 3.1 Contact the Servicer when service is needed.
- 3.2 Contact the Servicer upon expiration of Response time goal. The servicer, Catron Radio, can be contacted at 724-862-3576.
- 3.3 Supply FRU or assembly as needed in order for Motorola to Restore the System as set forth in paragraph 2.5.1
- 3.4 Maintain and store any and all Software needed to Restore the System.
- 3.5 Upon being contacted by the Servicer requesting verification of a Restoration as described above in Section 2.6, respond to that request within twenty (20) minutes.
- 3.6 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.7 Cooperate with Motorola and perform responsibilities that are reasonable or necessary to enable Motorola to provide OnSite Infrastructure Response with Local Dispatch services to Customer.

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3.8 Table A - OnSite Response times published below are for "premier" response being purchased by customer.

Severity Level	Response Time
Severity 1	Within 2 hours from receipt of notification
Severity 2*	Within 4 hours from receipt of notification*
Severity 3*	Within 24 hours from receipt of notification*

* Denotes that these response times are applicable only during Standard Business Days. Severity 1 Response Times are applicable Continuously.

Table C -Severity Definitions

Severity Level	Problem Types
Severity 1	Major system failure 33% of System down 33% of Site channels down Site Environment Alarms (smoke, access, temp, A/C Power) Response is provided Continuously
Severity 2	Significant System Impairment Response is provided Standard Business Day
Severity 3	Parts Questions Upgrades Intermittent problems System problems presently being monitored Operational and informational questions Configuration Change Support and Work Flow procedure questions Response is provided Standard Business Day.

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EXHIBIT 3.2

Service Levels

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option is ~~\$3,637.00~~. If Delphi chooses to purchase this option, the new total system price would be ~~\$144,770.75~~.
Below is the pricing for the entire service agreement including the use of the equipment above for Plant 47.

Motorola Corporation is pleased to submit the following proposal for the use of a Motorola Bi-direction amplifier solution in accordance with the pricing outlined below:

Transaction Type:	Service Agreement with Fair Market Value Purchase Option		
Provider:	Motorola, Inc. (or its Assignee)		
Customer:	Delphi Automotive Systems, LLC		
Amount:	Bi-directional amplifiers Plant 47	End of term buyout for Existing Warren Lease	Total equipment
Down Payment:	\$141,133.75	\$98,329.00	\$0.00
Purchase Price of Equipment:	\$141,133.75	\$98,329.00	\$239,462.75
Title:	As per the Motorola equipment proposal.		
Insurance:	Title to the equipment will vest with Motorola		
Taxes:	Delphi will be responsible to insure the equipment as outlined in the Service Agreement.		
	Personal property, sales, rental, use, stamp, or other taxes are for the account of the Customer. Please refer to sales proposal to confirm if sales tax or freight charges are included in the cost of service.		
	<u>Equipment</u>	<u>Maintenance</u>	<u>Total monthly cost</u>
Agreement Term:	Three years 3	Three years	
Payment Frequency:	Monthly	Monthly	
Payment Structure:	MNS-2	MNS-2	
Service Payment:	\$7,456.53	\$4,478.77 (maintenance payment)	\$11,935.40
Payment Commencement:	First of 36 monthly payments due on 8/1/03, final payment due 7/1/2006		
End of Term Options:	1 Purchase equipment at the end of term at Fair Market Value 2 Continue to use equipment at Fair Rental Value 3 Return equipment to Motorola		

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July 25, 2003

Delphi Automotive Systems LLC
Service Agreement Renewal

Submitted by: Ed Piotrowski 847-435-3646
Central Customer Support Manager

- Documents have been approved by Motorola Contracts and Compliance Dept
- Customer PO PIS21416 is a 36 month lease in the amount of \$11,935.40/month that includes equipment, Program Management, System Engineering & Optimization, and this 3 year Service Agreement renewal on their existing equipment.
- Page 31 of 31 of the Motorola approved Transaction Agreement shows the monthly Service Agreement amount of \$4,478.77 included as part of the \$11,935.40 total monthly cost.
- Per Donna Savino, log credit in the amount of \$53,745.24 (4478.77×12) should be assigned to outside rep Jim Clements ID 00029515 ARZM 02680802 and Customer Connection rep Heide Schulz ID 12001726 ARZM 14404901
- SA 711000005 that expired 6/30/03 was under the name "GM Packard Electric," customer number 1000298845-0007. This superseding agreement is in the name of "Delphi Automotive Systems LLC." A different or new customer number may be needed.
- Page 1 of 31 of the Transaction Agreement shows the start date of July 1, 2003.
- DO NOT MAIL THE INVOICE TO THE CUSTOMER FOR THIS AGREEMENT. Motorola Credit Corp is doing consolidated billing to the customer and will transfer funds to pay for the invoices generated.
- Bill Stancik (847-538-4531) from Motorola Credit Corp is the contact for the billing and payment aspect of this transaction.

Customer Invoice

Currency USD
SETECH INC
 10112314
 Customer 04

Period : (Sep Close 2005) 09/30/2005
 Transaction Class : Closed items

Tag	Purchase Order#	Age	Number	Date	Balance	Factory Order#	Payment Terms
0005	63688	81	87751932	7/1/2005	\$589.68	11654245	NET 10 DAYS
0005	63845	69	87772107	7/13/2005	\$174.30	11673869	NET 10 DAYS
Total					\$763.98		

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